

Rules and Regulations

The Port of Newcastle Marina provides first class facilities and services, and actively promotes safe boating and sound seamanship. These Rules and Regulations for users of the Port of Newcastle Marina are meant to support these goals, and to contribute to your overall enjoyment of the Marina.

All boaters using the Port of Newcastle Marina facilities do so subject to these Rules and Regulations, and all dockage Rental Agreements will include and be subject to them.

- 1. The summer season extends from April 15th to October 1st . By special arrangement and subject to the availability of the Port of Newcastle Marina facilities, the season may be extended to include the good days of Fall.**
- 2. Owners will be assigned specific berth or mooring for the season, month or day as appropriate, by the Port of Newcastle Marina staff. Only the assigned berth or mooring may be used by the owner, except with approval in writing from the manager.**
- 3. Jetty and Service area for pump-out, haul-out and launching, are not available for routine berthing of boats.**
- 4. Boats shall be secured to the assigned berths or mooring with fully adequate lines, springs or chains, as appropriate. When required, the Port of Newcastle Marina staff may ask Owners to renew chafed, frayed, or damaged lines; or may replace any dangerous lines for the Owners account, as necessary. Owners should use sufficiently heavy weight or braided Dacron. Every boat should have a bow and stern line and at least one spring line.**
- 5. Within the confines of the Port of Newcastle Marina basins, boats must be operated at the minimum speed for safe operations.**

- 6. Within the confines of the Port of Newcastle Marina, the speed limit is 3 knots, we hope that for the protection of everyone's property, boaters will recognize and obey this important rule.**
- 7. Boaters are required to enter and leave the jetty, service areas, and berths, moorings under engine power or paddle. Arrival and departure under sail alone in the confines of the Port of Newcastle Marina, is poor seamanship and therefore prohibited.**
- 8. Towing operations must be cleared with the Port of Newcastle Marina staff before being undertaken.**
- 9. The facilities and services of the Port of Newcastle Marina are open solely to pleasure craft. All boats utilizing the facilities must be registered and licensed and must be identified and equipped in accordance with the Canada Shipping Act, Small Boat Regulations and the Department of the Environment standards. Transport Canada regulations apply to all vessels, and charter boats operating in the Port of Newcastle Marina over 30 ft.**
- 10. Our waterfront is unsupervised. For this reason, owners are strongly urged to make the wearing of life jackets or personal floatation devices mandatory for small children and non-swimmers. Swimming and fishing are not permitted within the confines of the Port of Newcastle Marina. Small children must be under the supervision of a responsible adult or competent youth at all times.**
- 11. Should a pet be brought onto the Port of Newcastle Marina property for a temporary visit, the pet is required to be leashed and under control at all times. Pet owners are responsible for cleaning up after their pets.**
- 12. Paddle boats and canoes are loaned out to Owners free of charge. The Port of Newcastle Marina will not be responsible for damages or injury incurred while in use. Please do not take boats out into Lake Ontario, use only in the Harbour or Graham Creek, safety equipment supplied by staff.**
- 13. The Boating Members as a responsible boat owner, acknowledges and assumes all of the risks of keeping its Boat in the Marina and understands the risks of exposure of the Boat to waves, wind,**

precipitation, temperature, high or low water levels, ice and any potential weather event throughout Slip occupancy and the full term of the Dockage Rental Agreement. The Port of Newcastle Marina assumes no responsibility for these or other risks.

- 14. Owners and Skippers are responsible for their crew and guests at all times, and must ensure their guests are aware of all rules and regulations of the Port of Newcastle Marina. Bearing in mind that boaters are generally an early-to-bed and early-to-rise group. Owners are required to exercise sound discretion in the operation of generators, engines, radios and records, etc. 2300 to 0500 hours will be considered quiet hours.**
- 15. Sail boaters Owners and Skippers are required to tie-back halyards and lines which slap against masts.**
- 16. Owners and skippers are not permitted to transfer mooring or berthing facilities or transfer a boat from one berthing or mooring facility to another, without the approval in writing of Management having first been obtained. No assigning slip or subletting/sharing with others.**
- 17. In the event that an emergency may, in the opinion of the Port of Newcastle Marina exist, the Port of Newcastle Marina may remove a boat from one berthing or mooring facility to another, at the Owners risk. The boat Owner will, when required by the Port of Newcastle Marina or in the event of any emergency, move his/her boat immediately in accordance with the instructions of the Port of Newcastle Marina. The Port of Newcastle Marina may, at any time, move a boat at the Owners expense and risk, when the boat is unattached and such a move is prudently required by Port of Newcastle.**
- 18. In the event of mechanical failure or other malfunction occurring to the gear, equipment, rigging, engine or hull of a boat which, in the operation of the Port of Newcastle Marina, constitutes an emergency, or the other threat to the safety of the boat or other boats in the Port of Newcastle Marina areas, then, and in that event, the Port of Newcastle Marina may make, on behalf of the Owner, all such emergency repairs as may, in the absolute discretion of the Port of Newcastle Marina, be deemed necessary under the circumstances. These repairs shall be made as economically as possible and the cost thereof shall be a debt**

due from the Owner to the Port of Newcastle Marina. The Port of Newcastle Marina is under no duty to affect such emergency repairs and will not be liable to affect such repairs.

- 19. All garbage MUST be deposited in the bins provided. Household garbage only, within the Marina grounds. Any other garbage such as old BBQ's, tires, batteries, oil, and wood must be dropped off at Newcastle salvage.**
- 20. NO advertising or soliciting will be permitted in the Port of Newcastle Marina areas unless authorized by the Management.**
- 21. Picnic tables are provided for the use of Owners, Skippers and their guests. For the safety and convenience of all concerned, BBQ's must be in good working condition and can only be used under the Picnic Shelter. All BBQ's must be removed by Owners not later than October 1st, end of summer season. Owner BBQ's must have vessel or Owners name on BBQ's, if left on Marina grounds, if not, it will be considered abandoned and will be removed from the property.**
- 22. No business activity connected with boats or boating or both, including the boat brokerage business and any activities associated with such business, will be carried on in, on, or from the Port of Newcastle Marina areas or in any other location on the site unless authorized in writing by the Management, and the address of the Port of Newcastle Marina will not be used for business purposes unless authorized in writing by the Management.**
- 23. No person shall store supplies, accessories, debris, or other materials on the docks nor construct heron any lockers, chests, or other structures without approval in writing by the Management on Marina Ground.**
- 24. Boats will not be allowed to overhang the walkway.**
- 25. In the even that a boat sinks at the dock or elsewhere in the Port of Newcastle Marina areas, then the Owner must remove such wreck forthwith. If the Owner fails to do so, then the Port of Newcastle Marina may remove the wreck at the Owners expense, and the cost thereof shall be a debt due from the Owner to the Port of Newcastle**

Marina. The Port of Newcastle Marina reserves the right to cancel the agreement and repossess the slip should a sinking occur.

- 26. All debts due by a boat Owner shall be paid to the Port of Newcastle Marina on demand and in the event, upon the termination of the dockage rental agreement.**
- 27. The Port of Newcastle Marina shall have a lien against a boat and its contents for amounts due and owing in respect to use of a berthing or mooring facility of the provision of services and for the amount of any damage occasioned to any docks or property of the Port of Newcastle Marina by the owner, his passengers, crew or guests, or by his boat and for any expenses incurred by the Port of Newcastle Marina on behalf of the Owner or debts due to the Port of Newcastle Marina.**
- 28. All boat Owners and Skippers must notify the Port of Newcastle Marina when leaving for an extended cruise. The Port of Newcastle Marina reserves the right to rent the mooring facility provided under the dockage rental agreement, when vacant. Transients will, however, move their boats as directed by the Port of Newcastle Marina to accommodate returning boats, which use the Port of Newcastle Marina as a home-port.**
- 29. The dockage day starts at 1000 hours; check-out time will be 1000 hours the following day and any boats occupying a berth after 1000 hour will be charged a daily dockage fee for that day, Owners shall, when checking out, report to the Port of Newcastle Marina office and settle all accounts before leaving.**
- 30. All personal property must be removed from the Port of Newcastle Marina areas upon the termination of the dockage rental agreement. Including removal of Owners BBQ's and, or Dinghy unless approved by Management.**
- 31. Any references to the boat Owners in these Rules and Regulations shall be deemed a reference also to the person in charge of a boat where such person is not, in fact, the registered Owner of that boat.**
- 32. The Port of Newcastle Marina will not be liable for injury, damage or loss to person or property arising in connection with the use of the Port**

of Newcastle Marina areas or any Port of Newcastle Marina services, equipment or other facilities, however caused, including, without restricting the generality of the foregoing, improper placement of shifting or channel markers, buoys or other navigational aids in the Port of Newcastle Marina areas, including approach channels.

33. Dockage rentals agreements are for the provision of a mooring or berthing facility only, and the Port of Newcastle Marina services, equipment and other facilities are to be used entirely at the risk of the Owner, passengers, crew or guests. The Port of Newcastle Marina will not be liable for the care or protection of the boat and its contents, the passengers, crew or guests or for any loss, damage, or injury occasioned to the boat or its contents or to the Owner, passengers, crew or guests, however caused. Boat Owners will indemnify and save harmless Port of Newcastle Marina from any liability, damages or expenses for which the Port of Newcastle Marina may be held liable in any action arising out of the use of the Port of Newcastle Marina services, equipment or other facilities by the Owner, his passengers, crew or guests. All seasonal mooring contracts require proof of Protection and Indemnity (liability) limit of \$100,000.00. All Charters must have commercial insurance.

34. All boats MUST be identified with boat name and/or registration number clearly visible and dock allocation decals affixed.

35. Any violation of these Rules and Regulations or any disorder or indecorous conduct by the Owner, his passengers, crew or guests, that might, in the opinion of the Port of Newcastle Marina, injury to any person, damage caused to property or harming the reputation of the Port of Newcastle Marina, shall be cause for immediate termination of the dockage rental agreement by the Port of Newcastle Marina and eviction of the Owner, his boat, his passengers, crew or guests from the Port of Newcastle Marina area.

36. Security must be a concern for all boaters. Our record has been good and can be improved with your co-operation.

37. All Dinghy's must be acknowledged and fees paid and approved by Management, all Dinghy's requiring a slip must have boat name or owners name prior to having a slip assigned, if space is available and needed.

- 38. BBQ stations are located within the Marina grounds, all BBQ owners must have owner name or vessel name and MUST be removed no later than October 1st (end of Summer season) by owner. A \$50.00 fee will have to be paid to the Port of Newcastle Marina, if the Marina must dispose of the abandoned BBQ after the October 1st removal date.**
- 39. No open alcohol consumption is permitted on Marina grounds, other than in licensed areas set by Management.**
- 40. Management and staff have the right to refuse service with or without just cause once approved by Management.**
- 41. All fuel must be purchased at the Port of Newcastle Marina Gas and Pump-Out Station within Marina business hours only, under the supervision of Marina Staff. Absolutely NO Refueling at Dock. Anyone not abounding to these rules will be evicted from the Port of Newcastle Marina, without a refund.**
- 42. An additional fee will be added to winter storage contract to cover shrink wrap disposal costs.**
- 43. Parking in the main South end in front of BRIG is for all guests and visitors, including charter customers. Any vehicle left in the parking lot while boating for an extended cruise, please notify Management to receive an assigned spot. Pick up your Parking Pass prior to start of season.**
- 44. Reserved parking area is for Marina Members only that have sticker clearly visible in the vehicles windshield.**