



**THE CORPORATION OF THE TOWNSHIP OF RED ROCK  
RED ROCK MARINA SUMMER DOCKING/MOORING AGREEMENT  
RULES AND REGULATIONS**

1. In this Agreement – “Red Rock Marina” area includes the area encompassed by the Marina facilities, including buildings, grounds, docking and mooring facilities and harbour.
2. The Occupancy Agreement shall be in effect from May 15 to October 15, or any part thereof, unless sooner terminated by reason of:
  - (a) The destruction of the facility by storm or other calamity.
  - (b) The breach of the terms of this Agreement by the Owner, his passengers, crew or guests.
3. The Red Rock Marina is operated by the Corporation of the Township of Red Rock. The Corporation of the Township of Red Rock hereinafter shall be referred to as “the Township of Red Rock”.
4. Each owner will be held responsible for damages he may cause to other boats in the Marina area and to the structures or facilities thereof.
5. It is understood and agreed that the sub-leasing of dock space, moorings, the transferring of boats from one slip to another, or one mooring to another, shall not be permitted without the approval in writing of the Township of Red Rock having first been obtained. The Township of Red Rock has the authority to remove the boat from the particular space rented to any other space.
6. It is understood that no refuse of any kind will be thrown overboard and garbage is to be deposited in the containers supplied; also that no oil, inflammable liquids, or other liquids, will be discharged in the Marina area of the Red Rock Marina.
7. Swimming is not permitted in the Marina area of the Red Rock Marina.
8. The Owner(s) of recreational vessels shall not store supplies, accessories, or other materials on the docks nor construct thereon any lockers, chests or other structures. Tire bumpers are not permitted.
9. Only marine grade power cords in good condition will be allowed to be connected to power pedestals located on Township docks. All cords must be rated for the size of service they are connected to. Absolutely no home made cords or adaptors will be allowed.
10. In the event that a boat sinks at the dock, moorings or elsewhere in the Marina area of the Red Rock Marina, the Owner must remove such wreck at once. Failure to do so will result in the Township of Red Rock removing the wreck at the Owner’s expense, which will become a debt due to the Township of Red Rock from the Owner. The Township of Red Rock reserves the right to cancel this Agreement and repossess the dock or mooring space should a sinking occur.
11. For visiting recreational boats there will be a minimum assessment of one day’s docking fee after 6:00 p.m.

12. For purposes of visitors requiring overnight docking, check out time will be 12 noon the following day. Any boat occupying a berth or mooring after 12 noon will be assessed a docking fee for that day.
13. Painting, scraping or repairing of boats and gear will not be permitted on the docks or piers, unless approved by the Township of Red Rock.
14. It is understood and agreed that no advertising or soliciting of any nature will be carried on, in or from the Marina area of the Red Rock Marina, unless authorized in writing by the Township of Red Rock. Charter boats operating under separate agreement are exempt from Article 13.
15. All recreational boat Owner(s) or Skippers agree that they will notify the Township of Red Rock when leaving for a lengthy cruise or for a period of time in excess of forty-eight (48) hours. The Township of Red Rock reserves the right to rent the berthing or mooring space provided in this Agreement when vacant. Transients who have rented the vacant spaces, will remove their boats as directed by the Township of Red Rock to accommodate the returning boat.
16. It is understood and agreed that all power and auxiliary powered vessels will be under said power when entering and leaving the Marina area of the Red Rock Marina and that maximum vessel movement does not exceed "wake speed" in the Marina area. "WAKE SPEED" shall be 5 m.p.h. or any lesser speed capable of resulting in a wake not exceeding 4 inches.
17. Any reference to the boat owner(s) in these rules and regulations shall also be deemed to be a reference to the person in charge of a boat where such person is not in fact the registered owner of the boat.
18. It is to be understood and agreed that this Agreement is for the provision of a dock, wet mooring or dry land parking space only and that the Marina services, equipment and other facilities are to be used entirely at the risk of the Owner, his passengers, crew or guests. The Township of Red Rock will not be held liable for the care and protection of the boat and its contents, the passengers, crew or guests for any loss, damage or injury occasioned to the boat or its contents or to the owner(s), his passengers, crew or guests, however caused. The owner(s) agree(s) to indemnify and save harmless the Corporation of the Township of Red Rock from any liability, damages or expenses for which the Township of Red Rock may be held liable on any action arising out of the use of the Marina areas of the Red Rock Marina or any of its services, equipment or other facilities by the owner(s), his passengers, crew or guests.

The Township of Red Rock assumes no responsibility whatever for loss or damage to vehicles parked on property owned or leased by Township of Red Rock, however caused.

Notwithstanding anything elsewhere in the Agreement contained, the Township of Red Rock shall not be liable for damages caused by the negligence or willful acts of its servants, agents and employees.

19. All boats must be identified with a boat name or registration number clearly visible.
20. The owner(s) shall have the right to cancel this Agreement at any time prior to May 15 with full refund less a cancellation charge of 10%. Any owner(s) wishing to cancel this Agreement on or after May 15, shall not be entitled to a monetary refund, except in cases where the Township of Red Rock feels a refund is justifiable under extraordinary circumstances.

In case of non-payment of docking/mooring fees, the Township of Red Rock may sell any of the owner's goods located at the Marina area of Red Rock Marina.

21. It is understood and agreed by the owner(s) that rules and regulations may from time to time be added to or deleted from this Agreement at the discretion of the Township of Red Rock.

The owner(s) agree(s) to comply with the By-laws of the Township of Red Rock, and all other existing requirements of Municipal, Provincial and Federal legislation which may hereafter be affecting harbour and marina operations.

22. Signatures of registered owner(s) only will be accepted on agreements. Signed statements by authorized agent or absentee owner(s) will be accepted.
23. Docking and mooring spaces will be allotted by a seniority system. Seniority to be determined on the basis of written requests date stamped on arrival at the Township of Red Rock. Subject to Section 23, seniority may be retained from year to year if all conditions of this Agreement and the Rules and Regulations are met.
24. It is to be understood that if a boat is sold from an allocated dock or mooring space, the Township of Red Rock should be notified in writing, and that the new owner(s) must remove the boat from that space and the person next on the waiting list will be allotted that dock or mooring unless an agreement with the Township of Red Rock has been negotiated prior to boat sale.
25. No Parking signs are posted and must be adhered to. Vehicles will be ticketed and recurring offenders will be towed away at owner's expense.
26. An employee of the Township of Red Rock will sometime during the season, check the size of boats (should it be felt there is a need), in the boaters presence and any discrepancies will be invoiced for.
27. Sail and keel boats are to be under power when entering and leaving the Marina area.
28. Permanent on board living is not allowed.
29. Fishing charter assignments are for full-time operators only. Where necessary, applicable Coast Guard inspections and certification must be completed.

I hereby acknowledge and agree to adhere to the above rules and regulations of the Red Rock Marina.

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Signature of boat owner  
docked at slip # \_\_\_\_\_