

1. Ocean Pacific Marine Supply Ltd. (the "Company") welcomes all commercial and recreational boaters to its Boatyard. Vessel Owners may perform work on their own Vessels. Vessel Owners may hire a contractor to perform repairs. All Contractors must be pre-approved by Ocean Pacific Marine Supply Ltd. before work begins. The approval process ensures contractors have required Insurance and Work Safe BC coverage. Vessel Owners and Contractors must follow the Boatyard Rules and Practices. It is the Vessel Owner's and/or Contractor's responsibility to ensure the Boatyard Rules and Practices are being followed. ***Contractors must sign in and out at the office DAILY prior to and concluding work.***
2. Vessel Owners must complete and sign a Work Order with the Company prior to the provision of any services to the Vessel by the Company. Failure to sign a Work Order shall not relieve the Vessel Owner from the obligations set out in the Work Order or these Boatyard Rules and Practices.
3. All vessels and their contents must carry third-party liability insurance.
4. Contractors must complete and sign a Contractor Agreement with the Company prior to providing any services to the Vessel Owner or otherwise performing work in the Boatyard. Failure to sign a Contractor Agreement shall not relieve the Contractor from the obligations set out in these Boatyard Rules and Practices.
5. Contractors must be approved by the Company pursuant to the requirements of the Contractor Agreement.
6. The Vessel Owner agrees to promptly advise the Company of changes of address, phone number or other particulars as provided in the Work Order or in changes to the Vessel being stored or the ownership of the Vessel.
7. The Contractor agrees to promptly advise the Company of address, phone number or other particulars as provided in the Contractor Agreement.
8. Charter, rental or sale of vessels or any other products, services or signs in connection therewith are prohibited in the Boatyard unless authorized by the Company. Contractors benefit from access to the yard and therefore agree not to solicit customers or advertise their capacities when such are in direct competition with the activities of Ocean Pacific Marine Supply Ltd.
9. **VESSEL OWNERS AND CONTRACTORS AGREE 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.**

## **TRAVELIFT**

10. The Vessel Owner is responsible for directing the placement of Travelift 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.
11. Travelift and Layday charges are based on the Vessel's overall length including out gear fastened to the Vessel.

12. The vessel owner is responsible for opening and closing all sea cocks and other underwater thru hulls.
13. The Vessel Owner is responsible for receiving Canada Customs and Revenue Service clearance prior to haul out.
14. The Vessel Owner is normally required to be present to oversee any Travelift operation. The Company may assess an additional charge in the case that an absentee Vessel Owner authorizes the Company to haul or launch the Vessel in his 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 operations.
15. No motor vehicle shall be left parked on the approach to the Travelift or interfere with operations of this and other equipment operated by the Company in the Boatyard. Vehicles can access the Boatyard only to load or unload materials and must be removed immediately unless it is an approved service vehicle. Vehicles in violation may be towed at the Vehicle Owner's expense. Boatyard access gates are locked outside of regular boatyard hours. The boatyard speed limit is 5km per hour.

## **PAYMENTS**

16. 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.
17. Unless otherwise stipulated in the Work Order, all charges invoiced to the Owner of the Vessel by the Company must 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 have been paid in full.
18. Upon completion of work by the Company and/or the Contractor(s), the Vessel Owner shall remove the Vessel within the time period specified by the Company. If the Vessel Owner fails to remove the Vessel, the Company will charge the current Layday Rate or may choose to move the Vessel to another location with all expenses charged to the account of the Vessel Owner. Any damage sustained during transport will not be the responsibility of Ocean Pacific Marine Supply Ltd.

## **BOATYARD**

19. All Vessels in the Boatyard shall be clearly marked with the boat name and registration number as required by law.
20. 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 law.
21. **Blocking** - Only Boatyard Crew shall block and support the Vessel. Only Boatyard Crew may shift boat stands or re-block the Vessel. Tying tarps, ladders or other items to boat stands is strictly prohibited.
22. **Pressure Washing** to the hull and superstructure of the Vessel shall be performed only by Boatyard Crew with Boatyard equipment and shall be performed only in the area designated for such work. All Vessels to which repairs performed below the waterline shall require pressure washing. During pressure washing operations only authorised personnel are permitted on the wash pad area. Outside pressure washers are not permitted in the Boatyard without Company authorization.

23. **Sandblasting and Spray Painting** shall be performed only by Boatyard Crew with Boatyard equipment and shall be performed only in the area designated for such work.
24. **Open Sanding and Grinding** is not permitted. Vessels must be hoarded prior to work commencing. Vessel owners and contractors must check with the boatyard office regarding hoarding procedures. Boatyard Crew will inspect hoarding prior to work commencing.
25. **Electrical** - 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 Government code requirements. We cannot guarantee continuous power to your vessel. Ensure all temperature sensitive products are removed and refrigeration appliances are defrosted and/or secured.
26. **Rigging** - The raising of sails or going aloft while the Vessel is in the Boatyard is strictly prohibited. Vessel Owners must ensure that sails, including roller-furling, are properly secured to prevent them from opening and/or unfurling while the Vessel is stored in the Boatyard. The removal of standing rigging must be approved by the Boatyard Office prior to work commencing.
27. **Site Restrictions** - 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. Repairs of any type of vehicles other than the Vessel as described in the Work Order Agreement are strictly prohibited.
28. **Heaters** - Vessel Owners shall not hook-up or use any electric heaters or oil burners unless approved by the Company.
29. **Hot Work (Welding etc.)** – Hot work shall only be undertaken by Ocean Pacific personnel or approved contractors hired by Ocean Pacific Marine. All hot work shall comply with boatyard Hot Work Policy. No hot work is permitted on or within six inches of any fuel tanks until they have been emptied, steam cleaned, and purged of fumes to the satisfaction of boatyard staff. This includes hull integral fuel tanks.

## **TOOLS AND EQUIPMENT**

30. No person other than authorized Boatyard Crew shall operate any of the Boatyard's equipment.
31. The Company does not loan or supply tools, equipment or scaffolding. Rental of such items may be arranged through the Boatyard Office. Vessel Owners are permitted to use their own tools, equipment, drop cloths, ground sheets, ladders and other personal equipment in the course of working on the Vessel. Extension cords used by vessel owners must be free of damage. Contractors and vessel owners are required to inspect their extension cords for damage prior to each use.
32. **Vessel Owners are not permitted** to bring the following specific items into the Boatyard without the express written permission of the Company: forklifts, cranes, man-lifts (including bucket or scissor lifts), pressure washers, protective boat shelters, scaffolding, welding machines or metal cutting equipment, working vehicles including pickup or other trucks with cranes or lifting mechanisms, and other items or machinery that the Company, at its sole discretion, shall prohibit.

33. Vessel Owners shall not take or tamper with hoses, planks, electrical cords, wood, steel, ladders, scaffolding, tools, supplies, or other items belonging to the Company or other Vessel Owners without the express permission of the Company or any other Vessel Owner.
34. Vessel Owners shall not rent tools to other Vessel Owners in the Boatyard.
35. All power tools and other electrical equipment, including extension cords, must be in good repair and subject to inspection by Ocean Pacific personnel. Any tools, equipment, or cords that do not meet minimum safety standards are subject to removal from the boatyard.

### **ENVIRONMENTAL PRACTICES**

36. The Boatyard is an environmentally sensitive workplace and complies with *"Best Management Practices"* in 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 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)*
37. The 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 environmental measures implemented by the Boatyard to ensure the protection of water quality. Further information can be found on the Transport Canada website at (<https://www.tc.gc.ca/eng/marinesafety/oep-environment-sources-menu-769.htm>)
38. Vessel Owners and Contractors are required to clean their site daily. Ground sheets are mandatory for all work being performed which results in falling debris such as paint scrapings, fibreglass or sanding residues. No litter or debris shall be deposited or left in the Boatyard. Approved refuse may be placed in the containers provided for that purpose.
39. The Vessel Owner's site must be clean upon departure. Disposal of products such as used anodes, paint and fluids are the responsibility of the owner and charges may apply. Please see the Boatyard office for direction on proper disposal & associated charges.
40. The cost of clean-up and environmental damage caused by the Vessel Owner or Contractor to the Boatyard premises or to the adjacent watercourse is the sole responsibility of the Vessel Owner and/or Contractor. Hourly clean up fees will apply, see Boatyard rate sheet for more information.
41. Vessel Owners and Contractors are responsible for the proper disposal of waste materials and fluids. Do not dispose of paint, solvents, bilge water or any toxic materials in the storm drains or wash down system. Please ask the Boatyard Crew for assistance in the disposal of such materials. Materials will have a disposal fee applied to the invoice. All accidental spills must be reported immediately to boatyard personnel.

42. Vessel Owners are not permitted to transfer fuel to or from the Vessel without the authorization of the Company. Fuel transfer shall only be completed by a certified professional. Please see the boatyard office for more information on available contractors.
43. The storage of easily combustible substances such as flammable liquids, propane or oily rags is absolutely prohibited in the Boatyard unless they are stored in an approved storage container.

### **FIRE SAFETY**

44. Ocean Pacific Marine Supply Ltd. has an emergency fire response plan in place. In case of fire you must follow the instructions of the Boatyard Crew. Fire extinguishers are mounted in key areas throughout the yard.
45. Smoking is prohibited in any building, tent or outside of designated smoking areas.
46. The consumption of illicit drugs & alcohol is prohibited in the boatyard.
47. Barbequing or any open fire at any location of the Boatyard, including on the Vessel, is strictly prohibited.
48. In the event of a fire or other emergency, use the airhorns located throughout the yard to alert others to the danger. Upon hearing an airhorn alert, all owners and contractors are to follow the direction of boatyard staff in evacuating the area.

### **GENERAL SAFETY**

49. While in the Boatyard all Contractors shall wear the following Personal Protective Equipment (PPE): hard hats, safety glasses, CSA approved safety footwear & high visibility apparel. While working at the Ocean Pacific dock(s) personal floatation devices must be worn. Respiratory protection is to be worn as required by product MSDS sheets. Hearing protection is to be worn when in the vicinity of noises exceeding 85dba. Approved fall protection equipment is mandatory when working at heights greater than 10ft when adequate railings are not in place. Contractors are required to provide their own PPE. For more details on our PPE Policy please see the Boatyard office. For your own safety, it is recommended that Vessel Owners comply with the above PPE requirements.
50. Skateboarding, rollerblading, sports or playful activities of any kind are not permitted.
51. Vessel Owners must ensure that all minors in or about the Boatyard, including the dock, be accompanied by an adult who shall be solely responsible for their safety and conduct. Life jackets are required on the Ocean Pacific dock.
52. All pets shall be leashed. All pets shall be controlled and cleaned up after at all times in the Boatyard by the person bringing the pet on the premises.
53. Vessel Owners are responsible for notifying the staff should their work potentially affect the integrity and safety of the blocking and bracing of the Vessel. However, only Boatyard Crew may shift or move or otherwise change the position of boat stands and only Boatyard Crew may re-block boats. Should the Vessel Owner have concerns regarding the integrity and safety of the blocking and the bracing of the Vessel, it is the responsibility of the Vessel Owner to promptly notify Boatyard Crew

**INDEMNITY AND SECURITY**

54. All persons using any of the Boatyard facilities or coming into the Boatyard do so at their own risk. The Vessel Owner is responsible for the conduct of his/her personnel, agents or invitees, including Contractors and their employees, at or about the Boatyard. The Vessel Owner accepts responsibility to inform such persons entering the Boatyard that using any of the Boatyard facilities is done so at their own risk and that extreme caution and attention should be used at all times. The Company is not to be responsible for any injury sustained to the Vessel Owner, his/her personnel, agents, invitees or Contractor(s) and their employees howsoever caused. The Vessel Owner agrees to indemnify and save harmless the Company from any or all liabilities, costs, claims, damages, actions, and/or 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 personnel, agents, invitees or Contractor(s) and their employees.
55. The Company shall not be responsible for damage to any vessel or the loss or damage of its contents.. The theft of vessel contents is the responsibility of the vessel owner. The vessel and its contents must carry third-party liability insurance.
56. The Vessel Owner is fully responsible for the safety, upkeep and maintenance of their Vessel. The Company will not be responsible to make inspection, repairs or service the Vessel unless specified by the Vessel Owner through a signed Work Order Agreement.
57. The Vessel Owner is required to check his/her Vessel regularly especially in anticipation of storms, heavy winds, rain or snow. Any Vessel which, in the opinion of the Company, is in danger of falling or is a hazard to other Vessels may be removed. Notwithstanding, the Company is under no obligation to remove any such Vessel. All expenses will be charged to the Vessel Owner. Any damage sustained during transport will not be deemed the responsibility of Ocean Pacific Marine Supply Ltd.
58. The Company may be required to render salvage services for a vessel, the cost of this will be charged to the Vessel Owner.
59. The Company does not assume any responsibility for any damage or annoyance which may present itself as a result of airborne pollutants originating outside the Boatyard.

**REFUSAL AND TERMINATION**

60. The Company reserves the right to refuse at its sole discretion, to discontinue the storage of a Vessel in the Boatyard for any reason whatsoever including, during or within the Term most recently contracted between the Company and the Vessel Owner. Notwithstanding, the Company is under no obligation to extend the Term of storage to any Vessel beyond the Term as agreed to between the Company and the Vessel Owner.
61. Non compliance with the terms of the Work Order, the Boatyard Rules and Practices, the Contractor Agreement, the directions and/or instructions issued by the Company may result in the Company requiring the Vessel Owner to remove the Vessel from the Boatyard or Ocean Pacific Marine Supply Ltd. Dock.
62. No portion of charges that are prepaid by a Vessel Owner to the Company will be refunded if non-compliance with the terms of the Work Order, the Boatyard Rules and Practices or the Contractor Agreement occurs. In this case, the Company may require the Vessel Owner to remove the Vessel from the Boatyard. The Vessel Owner shall be liable for a per diem rate based upon the current Layday charge in the event the Vessel remains in the Boatyard after the Owner's right to keep the Vessel in the Boatyard has ended or been terminated.