

TOWN OF COMOX MUNICIPAL MARINA

TERMS OF AGREEMENT:

IN CONSIDERATION OF OBTAINING USE OF THE COMOX MUNICIPAL MARINA, THE MARINA TENANT ACKNOWLEDGES AND/OR AGREES THAT:

1. The tenant is the Owner or lawful user of the vessel.
2. Proof of ownership will be required when obtaining new berthage and may be required when renewing berthage.
3. The vessel/boat information provided to the Town of Comox is true and accurate.

4. Insurance Coverage

Vessels 18 ft and over:

- Must carry a minimum of \$3 million CAD in third-party liability insurance.
- Insurance must include pollution liability coverage.
- Insurance must include wreck removal and recovery insurance.

Vessels under 18 ft:

- Are not required to carry \$3 million CAD in third-party liability insurance.
- Must carry a valid marine-specific insurance policy appropriate to the vessel and its use.
- Insurance must include, at a minimum, third-party liability coverage and coverage for pollution and wreck removal.

All vessels Coverage:

- Insurance must cover loss or damage resulting from **storm, fire, theft, vandalism, sinking, collision, or any other cause whatsoever.**

Proof of Insurance:

- Proof of adequate insurance must be submitted to **Town Hall** by **March 31st** each year.

Tel: 250 339-2202
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Email: town@comox.ca

Address:
1809 Beaufort Avenue
Comox, B.C. V9M 1R9

We respectfully acknowledge that we gather and work on the unceded traditional territory of the K'òmoks First Nation, the traditional keepers of this land.

- The proof should be a copy of the insurance policy detail page that clearly indicates the liability insurance coverage requirements.

Compliance and Enforcement:

- Tenants who fail to provide the required proof of insurance after **one reminder** and **within one month** of the expiration date will forfeit their berth, effective **March 31st, 2026**.
- The Marina reserves the right to **terminate the moorage agreement without notice** if required insurance lapses, is cancelled, or is found to be insufficient.
- The Marina may, at its sole discretion, **refuse entry, remove, or require the removal of any vessel** that does not comply with insurance requirements, **at the owner's risk and expense**.

5. Responsibility for the Tenant and Guests:

- The tenant accepts full responsibility for themselves and their guests in the Marina, using it at their own risk.
- The tenant agrees to follow all rules and regulations regarding the Marina and ensures that their guests do the same.

6. Liability for Vessel and Damages:

- The tenant is entirely responsible for any damage or loss to their vessel, its equipment, and contents while in the Marina.
- The tenant is also liable for any damage or harm caused by the vessel, themselves, or their guests to other persons or property in the Marina.

7. Indemnity to the Town of Comox:

- The tenant agrees to indemnify (compensate) the Town of Comox for any losses or damages that occur, protecting the Town from any legal or financial responsibility.
- The tenant will not make any claims or pursue legal action against the Town of Comox unless the loss or damage was directly caused by the Town's deliberate wrongful acts.

8. No Bailee Relationship:

- The Town of Comox does not assume the role of a bailee (caretaker) for the tenant's vessel or its contents. This means the Town is not responsible for safeguarding the vessel or its property.

9. Annual moorage fees **do not include** the use of the boat launch facilities. During peak season, from March 1st to October 31st, launch passes must be purchased for use in this facility area.

10. The tenant is responsible for securing the Marina gates. The security of the Marina is up to all users.

RULES & REGULATIONS:

THE RULES AND REGULATIONS ARE FOR THE BENEFIT AND SAFETY OF ALL MARINA TENANTS. VIOLATION OF ANY OF THESE CONDITIONS MAY RESULT IN FORFEITURE OF TENANCY.

Part I - Administration

1. Berthage Fees

- On Floats 'A', 'B', and the west side of 'E', fees are based on the **length of the boat or finger** (whichever is greater).
- On Floats 'C', 'D', and the east side of 'E', fees are based solely on the **length of the finger**. Boats must not extend beyond the length of the finger.
- **Marina rates** and fees are reviewed annually. Payment is due by **March 31st**, and a **10% penalty** is applied for late payments.

2. Registration & Measurements

- **Boat Measurements:** Accurate measurements of the boat's length and width, including motors, bow sprit, swim grid, or other extensions, must be provided during registration.
- Measurements must be confirmed by the Marina **Caretaker**. Typically, these measurements are taken when the boat is in the water.

3. Berthage Assignment

- Only boats assigned to a specific berth may be moored there unless prior approval is obtained from the **Marina Caretaker**.

4. Relocation of Vessels

- The Town of Comox reserves the right to **relocate** a vessel, with prior notification to the owner.

5. Liability for Damage

- Tenants are responsible for any **damage or loss** to municipal property caused by their vessel or actions, and must pay for repairs within **30 days** of notification.

6. Waiting List for Berth Changes

- Tenants seeking a larger or smaller berth may be added to the **waiting list**.

7. Electrical Fees

- Electrical fees must be paid before connecting to the Marina's electrical system. Failure to do so may result in the vessel being disconnected.

8. Marina Year & Rental Period

- The **Marina year** runs from **April 1st to March 31st**.
- The rental period is one year unless otherwise specified, and only **one berth** per boat owner or partnership is allowed.

9. Cancellation of Moorage

- If a tenant wishes to cancel moorage during the Marina year, they must give **30 days' written notice**. If the notice is not provided, the tenant will be charged for the additional days.
- Cancellation may result in a **prorated refund**, minus a **\$75 administration fee**.

10. Non-Renewal Notice

- If a tenant does not wish to renew their moorage, they must notify the **Town Hall** and **Marina Caretaker** in writing at least **30 days before March 31st**. Failure to do so may result in **late fees** or the **monthly temporary moorage rate** being charged.

Part II - Berthage

The **Berthage** section outlines the rules regarding the use and management of the water spaces assigned to tenants at the Comox Municipal Marina. Here's a summary of the key points:

1. Personal Use Only

- **Berthage** is for personal use and cannot be assigned to another party. However, if the **boat is sold** and the new owner wishes to take over the moorage contract, they must apply for approval from the **Town of Comox**. The original owner must notify the Town in writing about the sale.

2. Boat Sale and Retaining Berthage

- If a tenant sells their boat, they must notify **Town Hall** in writing about the sale date. The tenant can **retain the vacant berth** for up to **6 months** from the sale date. If a new boat is not registered during this period, the berth may be lost.

3. Minimum Use Requirement

- To maintain the berthage, the registered tenant must use the assigned space for at least **6 months** out of the 12-month period. The use does not need to be continuous, but it must total 6 months within the year. Failure to meet this requirement may result in non-renewal of the moorage.

4. Size Limits of Berthage

- Boats must not exceed the **length or width** of the assigned berthage. The length and width limits are defined as:
 - For **Floats 'A' and 'B'**, the boat length cannot exceed the finger length plus 18 inches.
 - For the **west side of 'E'**, the boat length cannot exceed the finger length plus 6 feet.
 - For **Floats 'C', 'D', and the east side of 'E'**, the boat length cannot exceed the finger length.
 - The boat's **width** must not exceed half the distance between fingers minus one foot.
- Attachments like **bowsprits, swim grids**, or other protrusions must stay within the berth and should not interfere with walkways or foot traffic.

5. Subletting Berthage

Tenants are not permitted to sublet their berthage space. However, with the tenant's written authorization, the Town of Comox may sublet the berth on the tenant's behalf. The tenant will receive 50% of the sublet fee, prior to taxes. This policy encourages tenants who are away for extended periods to make their berth available for subletting.

6. Commercial Use Restrictions

- **Commercial use** of berthage spaces is **allowed on a case-by-case basis**, subject to special arrangement and approval from the Town of Comox.

- **Casual chartering** that does not exceed an aggregate of **20 days per year** is not considered commercial.

7. Rafting Prohibition

- **Rafting** (tying boats together side by side) is **not permitted** within the Marina.

8. Security Responsibility

- **Security** of the Marina is a shared responsibility, and tenants must ensure that the **Marina gates are secured** after use to maintain security.

PART III - MOORING

1. Mooring Responsibility

- Each tenant is **responsible for the safe mooring** of their boat.
- Tenants must provide and maintain their own **mooring lines** and **chaffing gear**.
- **Chaffing** gear should be attached either to the boat or tied to the floats; **no other type of fastening is permitted**.
- Tenants should ensure that their mooring lines do not obstruct other berths or access pathways.

2. Illegal Mooring

- If a vessel is moored **illegally**, the **Marina Caretaker** has the authority to **padlock** the vessel.

3. Living Quarters

- Vessels moored at the Marina **cannot be used as living quarters**.
- **Exception: Tourist vessels** may be used as living quarters, but only for a maximum period of **two weeks**.

PART IV - ELECTRICITY

1. Shore Power Cord Requirements

- Shore power cords must be **marine grade** and have a **grounding pin**.
- The power cord must also feature a **female locking end** with a **proper ground**.

- Power cords must **not be wrapped around the plug pedestals** or **water hose hangers**. Any excess length of cord should be stored on the tenant's vessel.
- Shore power cords must be in proper operating condition. **Damaged or modified cords**, including those with **electrical tape, modified plug ends, or frayed wires**, will be removed by the marina caretaker.
- Shore power cords on the floats must be routed and kept clear of walking surfaces to prevent tripping hazards.
- Do not store cords on the float when the vessel is absent.

2. Electrical Connections

- Each berthage space is entitled to only **one connection** to the marina's electrical system, where available. Electrical connections **cannot be shared between vessels or berthage spaces**. Violating this rule will lead to immediate disconnection.

3. Payment for Electrical Services

- Tenants using electrical services must pay the appropriate electrical fee at Town Hall. Failure to pay the fee will result in disconnection from the electrical system.

4. Hazardous Electrical Hook-ups

- Any **hazardous electrical hook-up** will be immediately disconnected by the Town of Comox. All extension or shore power cords used at the marina must be:
 - Waterproof and in good condition.
 - Minimum **14 gauge for 15 amp service** and **12 gauge for 20 amp service**.
 - Kept on the wharf in a way that reduces tripping hazards.
 - Out of the water and unplugged from the power stand when not in use.

PART V – GRID

1. Booking Confirmation: The grid is not considered booked until payment has been completed at Town Hall.

2. Grid Information: A package containing grid details is available at Town Hall or can be accessed on the official website: comox.ca/marinas .

PART VI - WATER TRAFFIC

1. Sailing Vessel Restrictions: Operators of sailing vessels are not permitted to maneuver under sail within the Marina, except for sailing dinghies that are not equipped with motors.

2. No Wake Zone: The Marina is designated as a "**No Wake Zone.**"

PART VII – GENERAL

1. Use of Marina Facilities: All persons using the Marina facilities do so at their own risk.

2. Liability: The Town of Comox shall not be responsible for any damage or injury sustained to any boat or person.

3. Parking Regulations: Parking for tenants is provided in the East and West parking lots. Parking single vehicles in areas designated for vehicles with trailers is prohibited. Vehicles in violation of these regulations will be towed at the owner's expense.

4. Loss of Property: The Town of Comox shall not be liable for the loss of any articles left in automobiles or boats.

5. Swimming Prohibition: Swimming from or around the floats is prohibited.

6. Dog Leash Requirement: Tenants wishing to take dogs to and from their boats may do so, provided the dog is on a leash.

7. Conduct Expectations: Tenants, their guests, employees, and the general public must conduct themselves in a manner that ensures the safety of the Marina and does not disturb the quiet enjoyment of others.

8. Storage of Hazardous Materials: Storage of flammable liquids, oily rags, etc., on floats or municipal property is prohibited. Any associated cleanup costs will be charged to the responsible boat owner.

9. Prohibition on Oil-Based Products: The use of oil-based products of any kind on floats, fingers, or grids is strictly prohibited.

10. Littering Prohibition: No litter shall be thrown overboard. Garbage containers are provided next to both entry gangways, with a cardboard bin and oil waste receptacle located near the West entry gate.

11. Waste Discharge Prohibition: In the interest of sanitation, safety, and the environment, no toilets or petroleum products shall be discharged while vessels are in the Marina.

12. Obstruction-Free Walkways: Walkways and fingers must be kept free of tenders, dinghies, materials, debris, and equipment at all times. A written warning will be issued, followed by a fine if the issue persists.

13. Vessel Identification: All vessels should be clearly marked with the name and/or license number.

14. Compliance with Regulations: All boat owners must comply with the current Fire Marshal Regulations and the Safe Boating Guide published by Transport Canada. [Safe Boating Guide](#)

15. Vessel Cleanliness: Tenants must ensure their vessels are maintained in a clean and orderly condition at all times. This includes removing debris, algae, barnacles, or other materials that may accumulate on the hull, deck, or visible equipment. Failure to maintain cleanliness may result in a written warning, followed by enforcement actions if the condition persists.

16. Operational Readiness: All vessels equipped with a main engine must be capable of safe operation under that engine at all times while moored at the Marina. Vessels that cannot move under their own power may be subject to inspection and could be required to vacate the berth until operational readiness is restored.

17. Crane and Lifting Operations

- The use of cranes, mobile lifts, hoists, or any mechanical lifting equipment to launch, haul out, or move vessels within or adjacent to the Comox Municipal Marina is not permitted without prior notification and approval from the Town of Comox and/or the Marina Caretaker.
- Tenants must inform the Marina Caretaker or the Town of Comox in advance of any planned crane use, including the date, time, duration, and location of the lift.
- All crane operations must be carried out by qualified and properly licensed operators and must comply with all WorkSafeBC requirements, municipal bylaws, and applicable safety regulations.
- The Town of Comox reserves the right to restrict, reschedule, or deny crane operations where such activities may pose a risk to marina infrastructure, vessels, tenants, staff, or the general public.
- The vessel owner/tenant is fully responsible for all damages, injuries, or losses arising from crane or lifting operations, including damage to marina property, docks, floats, utilities, or third-party vessels.
- Proof of appropriate liability insurance for crane and lifting operations, including coverage for property damage and bodily injury, may be required prior to approval.

- Any crane or lifting operation conducted without approval or in violation of these rules may result in immediate suspension or termination of moorage privileges, and the tenant may be held liable for all associated costs and damages.

PART VIII - ENFORCEMENT

1. Moorage Cancellation: The Town of Comox reserves the right to cancel the assigned moorage of any tenant who is in violation of the current rules and regulations.

2. Vessel Removal: Upon ten (10) days' written notice, the tenant will be required to immediately remove their vessel from the Comox Municipal Marina premises or floats. Failure to comply will result in removal by the Municipality at the Owner's expense.