

THREE RIVERS MARINAS – RULES AND REGULATIONS

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1.0 APPLICATION AND AMENDMENT

1.1 Application. These rules and regulations (the “Rules”) apply to all persons using the facilities and services of, or accessing a vessel docked at or operated from THREE RIVERS MARINAS Areas including the Marina at THREE RIVERS MARINAS. At the discretion of the THREE RIVERS MARINAS: (i) Boaters who fail to abide by the Rules will have their Agreement terminated; and (ii) Guests who fail to abide by the Rules will be asked to leave the THREE RIVERS MARINAS Areas and may be subsequently prevented from re-entry. 1.2 Amendment. THREE RIVERS MARINAS reserves the right to amend the Rules at any time. THREE RIVERS MARINAS will give a Boater 30 days’ notice of any new or amended Rules before the amendment will be enforced.

2.0 DEFINITIONS

2.1 In these Rules, the following terms shall have the following meanings: “Agreement” means a Docking Agreement executed by a Boater; “Boater” means the person who enters into the Agreement; “Designated Parking Lot” means an area within the THREE RIVERS MARINAS Areas that is designated by THREE RIVERS MARINAS for public parking. “Guest” means any person who the Boater has for any

reason permitted, directly or indirectly, to board the Vessel or to be in the vicinity of the Vessel; Guests include friends, family, mechanics, cleaners, contractors, Workers, crew and other service or repair personnel, partners, directors, officers, employees, agents and passengers. "THREE RIVERS MARINAS Areas" means all the lands, facilities and waters used, provided by or under the jurisdiction of THREE RIVERS MARINAS, and includes the Marina and the Designated Parking Lots; "Marina" means the entire Marina Area (East & West Sections & Brudenell Marina), the North Marina Area including the waterfront building, water lease and land grounds along with the related grounds from Main St., Station St. in all its entirety until the turntable/confederation trail, buildings, facilities, gangways as well as the approach channels designated, marked and buoyed by THREE RIVERS MARINAS; "Docking Term" has the meaning set out in the Agreement; "Vessel" means the boat that is the subject of the Agreement and includes any and all personal property of every nature, kind and description, including, without limiting the generality of the foregoing, credit cards and instruments, financial securities and cash, located in or upon the Vessel or located in the proximity of the boat and owned by or in lawful possession of the Boater or any Guest; "Worker" means any person is retained by the Boater to undertake any work or any staff at the marina.

3.0 BERTHAGE & SLIPS

3.1 The Application Process. An application for docking is available from the Marina's office or can be found on line at: threeriversmarinas.ca Please complete the application in accordance with the instructions and submit to THREE RIVERS MARINAS. If the application is accepted by the THREE RIVERS MARINAS, the THREE RIVERS MARINAS will execute the Agreement and it will take effect in accordance with the terms of the executed agreement.

3.2 Overall Vessel Length. The overall length of a Vessel includes bowsprits, anchors, engines/props, dinghies, personal watercraft, davits and swim platforms. To determine the overall length of a Vessel, add the nominal hull length as stated by the manufacturer to the length of all equipment and accessories that extend beyond the bow or stern (e.g. bowsprits, motors, pulpit, overdrive, etc.). THREE RIVERS MARINAS may confirm the length of a Vessel at its discretion. Should additional fees be payable by the Boater, they will be paid as required by THREE RIVERS MARINAS.

3.3 Payment. A minimum 25% deposit must accompany all applications received before the intended Docking Start Date. Payment can be made by credit card, debit card, e-transfer, cash or by cheques made payable to "Montague Waterfront Development Corporation". If the application is accepted, the balance is due on the Docking Start date indicated in the Agreement.

3.4 Slip Assignment.

(a) Slips are assigned at the discretion of the THREE RIVERS MARINAS. Dockage fees and slip assignments are determined by the overall length, type and height of a Vessel (including outboard motors, swim platforms, bow railings, anchors etc.). Dockage fees are calculated by multiplying the overall length of the Vessel by the dockage rate plus HST. In the event the overall length of a Vessel is less than 20 feet, it will be treated as having an overall length of 20 feet for the purpose of calculating the dockage fee. In the event the overall length of a Vessel is less than the length of the assigned Slip (e.g. 27' Vessel in a 30' slip), the dockage fee will be based on the slip length.

(b) Slips assigned during one season are not necessarily available for the subsequent season. To request a specific slip for an upcoming season an application must be accompanied by a deposit equal to 25% of total fees and received by April 31. The balance due is due and payable on or before the Docking Date set out in the Agreement. Applications for specific slips received after March 31 will be fulfilled on a first come first served basis.

(c) A request to change slips must be made to THREE RIVERS MARINAS and is subject to the THREE RIVERS MARINAS's written approval. Additional fees may apply.

(d) THREE RIVERS MARINAS may require a Vessel to be moved to an alternative slip at the discretion of THREE RIVERS MARINAS. Please see 3.5(d) below.

3.5

Use of Docking Slip. (a) General. The Boater shall use the Slip only for the Vessel. The Boater shall not dock another vessel at the Slip, use another slip for the Vessel or dock the Vessel at another location at THREE RIVERS MARINAS without the THREE RIVERS MARINAS's prior written consent. The granting of permission to do any of the foregoing, including the replacement of the Vessel in the slip with a new boat, is within THREE RIVERS MARINAS's sole discretion. The Boater may be required to complete additional applications and provide further information. Additional fees may apply. (b) Alterations. The Boater shall obtain THREE RIVERS MARINAS's written approval before making any alterations to the Slip, including, but not limited to available voltage/ampereage. The Boater shall assume all costs of such alterations and shall return the Slip to its original condition on or before the last day of the Docking Term. (c) Unoccupied Slips. (i) The Boater shall notify the THREE RIVERS MARINAS in advance, anytime the Slip will be unoccupied for more than 24 hours. (ii) The Boater agrees that the THREE RIVERS MARINAS may rent the Slip to another boater while it is unoccupied. (iii) Slips cannot be sold or sub-let. If a Boater intends to sell the Vessel and will no longer have need of the Slip, the Boater must notify THREE RIVERS MARINAS in advance of the sale and must advise the purchaser that Slip cannot be transferred. The Agreement will terminate on the sale date. Unless the THREE RIVERS MARINAS and the purchaser have entered into an agreement that states otherwise, the Vessel must be removed from the Slip on the sale date. (d) Relocation from Assigned Slip (i) THREE RIVERS MARINAS may require the Vessel to be moved to a different slip with five (5) days' prior written notice. THREE RIVERS MARINAS may also require the Vessel to be moved away from the Marina for up to 10 days with 14 days' prior written notice. (ii) If the Vessel is not removed within the time specified in the notice, THREE RIVERS MARINAS shall have the right to move the Vessel without further notice, whether or not the Boater has read the notice (e.g. Boater is away from the Vessel). If THREE RIVERS MARINAS is required to move the Boat, it shall take all reasonable care in doing so. Unless negligent, THREE RIVERS MARINAS shall not be responsible for any damage or mechanical failure to the Vessel that may occur during or as a result of the moving of the Vessel. (iii) Should the Vessel be required to be removed from the Marina entirely, THREE RIVERS MARINAS shall refund the Boater on a pro-rata basis for the number of days away from the Marina. Any associated storage or removal costs will be at the expense of the Boater. (e) Vacating the Slip. Boats must be removed from the Slip and the THREE RIVERS MARINAS Area on or before the last day of the Docking Term. Boats left beyond this date will be promptly removed and stored by a third party at the Boater's expense.

4.0 MAINTENANCE OF VESSELS, BERTHAGE AND DOCKS

4.1 Maintenance and Security of Vessels. (a) Vessels must be kept in good cosmetic condition, clean and free of bird droppings and spider webs. Tarps are not permitted. Vessel decks must be neat and free of garbage and debris. Laundry may not be hung from Vessels, docks, piers or other structures in the THREE RIVERS MARINAS Areas. (b) The Boater must ensure that cleats and lines are in good condition and used in sufficient quantity to secure the Vessel under all conditions. The THREE RIVERS MARINAS is not responsible for the inspection of cleats and lines on a Vessel docked at the THREE RIVERS MARINAS Areas. The THREE RIVERS MARINAS is not liable for any damage caused in the event of a cleat or line breaking or failing. (c) Boaters shall be responsible for properly securing their vessels in the event of severe weather so that no damage occurs to the Boater's vessel, other vessels or the Marina. If, in the sole opinion of the THREE RIVERS MARINAS, the Boater has not taken necessary and appropriate precautions, THREE RIVERS MARINAS may, but shall not be obligated to, appropriately secure vessels or prepare vessels for severe weather at the cost and expense of the Boater. The Boater shall be

responsible for all damages to other boats and the Marina for failure to appropriately secure their vessels. (d) Boats must be kept in good mechanical repair. They must be able to enter and exit THREE RIVERS MARINAS Area waters under their own power at all times. (e) The Vessel shall be subject to periodic safety inspection by the THREE RIVERS MARINAS. THREE RIVERS MARINAS may board the Vessel at any reasonable hour for this purpose and at any time in the event of any emergency which may exist, in the sole opinion of the THREE RIVERS MARINAS. (f) No trailers are permitted on THREE RIVERS MARINAS grounds or parking lots at any time. Trailers left anywhere on THREE RIVERS MARINAS grounds or parking lots will be removed and stored, solely at the owner's expense, at an off-site independent vehicle impound/storage facility. No notice will be provided in advance of the trailer being removed. Storage and removal costs will be determined by the impound facility. (g) THREE RIVERS MARINAS does not supervise or provide security for the Vessel nor does it supervise, regulate or control or attempt to supervise, regulate or control the movement of any person or persons or the movement, management or control of any boat in the THREE RIVERS MARINAS Areas whether in proximity to the Vessel or not and regardless of whether any such person has entered into an agreement with the THREE RIVERS MARINAS. (h) The Boater will maintain valid insurance on the Vessel that provides complete marine coverage for the Vessel including Protection & Indemnity, to an inclusion limit of not less than \$2,000,000 per occurrence. The insurance policy policies must name THREE RIVERS MARINAS as an additional insured. The Boater shall furnish current and valid proof of coverage to the THREE RIVERS MARINAS prior to using the Slip and thereafter upon request. The Boater is required to provide THREE RIVERS MARINAS with proof of a renewed policy prior to the expiry of the policy on file.

4.2 Dock Areas.

(a) Personal items, (such as furniture, dock boxes, portable fuel can, propane tanks and barbeques) may not be left on the dock areas (i.e. the docks and surrounding onshore areas) without prior written approval of THREE RIVERS MARINAS. If items are left on the dock without permission from THREE RIVERS MARINAS, THREE RIVERS MARINAS will remove the items and notify the Boater, at which time the Boater will have seven (7) days to pick up items or the THREE RIVERS MARINAS will dispose of the items at the Boater's cost. (b) No refuse of any kind shall be thrown overboard or otherwise discarded in the THREE RIVERS MARINAS Areas. The Boater shall deposit garbage in the bins supplied for that purpose. (c) Supplies, accessories, debris or other materials shall not be stored in the THREE RIVERS MARINAS Areas and the Boater shall not construct any lockers, chests or other structures. (c) The Boat's toilets and holding tanks shall not be flushed in the THREE RIVERS MARINAS Areas. All toilet and holding tank waste must be disposed of in accordance with proper Marina procedures, which requires disposal at a pumping station either in the Marina or elsewhere. (d) No oil, inflammable liquids, oily bilges or other liquids shall be discharged in the THREE RIVERS MARINAS Areas. (e) Noise shall be kept to a minimum at all times. The Boater shall exercise good judgment in the operation of generators, engines, radios, etc. so as not to cause a nuisance to others. (f) The Boat's lines, ropes, and fenders are to be tied off to cleats only. Nothing is to be tied to any railing, bench or other fixture at any time.

4.3 Work on the Boat.

(a) The Boater shall not retain a Worker to work on the Vessel while the Vessel is in the THREE RIVERS MARINAS Areas or at THREE RIVERS MARINAS without the THREE RIVERS MARINAS's prior written approval of the proposed scope and days of work. If one or more Workers attend on days not approved by the THREE RIVERS MARINAS, the THREE RIVERS MARINAS reserves the right to refuse admission or otherwise eject the Workers from the THREE RIVERS MARINAS Areas. (b) All Workers must be insured. Upon arrival, the Worker must report to the Marina office prior to starting work. All work must be done between 9am-4pm Monday to Friday excluding holidays. Painting, scraping, sanding or gear repair may not be done in the THREE RIVERS MARINAS Areas at any time. THREE RIVERS MARINAS reserves the right to halt

any mechanical work deemed to be a disturbance to others. Chemicals such as gasoline, diesel, paint, oil, and lubricants must be disposed of offsite. 4.4 Emergencies. (a) In the event of mechanical failure or other malfunction which, in the opinion of the THREE RIVERS MARINAS, constitutes an emergency or other threat to the safety of the Vessel or other boats in the THREE RIVERS MARINAS Areas, THREE RIVERS MARINAS may, but is not obliged to, make all emergency repairs that the THREE RIVERS MARINAS in its absolute discretion, deems necessary under the circumstances. These repairs shall be made as economically as reasonably possible and the Boater shall be liable for the costs incurred by the THREE RIVERS MARINAS. THREE RIVERS MARINAS has no duty to effect repairs and shall attract no liability whether or not it chooses to effect repairs. (b) In the event that the Vessel sinks at the Slip or elsewhere within the THREE RIVERS MARINAS Areas, the Boater shall immediately remove the Vessel. If the Boater fails to do so, THREE RIVERS MARINAS may remove the Vessel at the Boater's expense. Upon removal of the Vessel, THREE RIVERS MARINAS may immediately terminate the Agreement.

5.0 USE OF THREE RIVERS AREAS AND FACILITIES

5.1 Recreational Use Only. The Marina is for recreational use only. Business activity is not permitted within the THREE RIVERS MARINAS Areas, unless approved by THREE RIVERS MARINAS. For greater clarity the following activities are expressly prohibited at or from the THREE RIVERS MARINAS Areas: time sharing, bed and breakfast, Airbnb, harbour tours, vessel brokerage, party rentals, boatels, charters and schools, without previous permission. 5.2 No Advertising. No advertising, soliciting or for sale signs shall be permitted in, on, or from the THREE RIVERS MARINAS Areas by the Boater without the prior written approval of the THREE RIVERS MARINAS, which, if granted, may be subject to conditions and fees. Subject to the foregoing, the use of identifiable images of THREE RIVERS MARINAS in advertising or promotion is strictly forbidden. 5.3 Compliance. The Boater shall comply with all applicable laws at all times. When the Vessel is within THREE RIVERS MARINAS Areas, the Boater shall comply with the Rules and the Vessel shall be under the jurisdiction of the THREE RIVERS MARINAS. 5.4 Power and Speed Limits. Vessels shall be under power or auxiliary power when entering or leaving the THREE RIVERS MARINAS Areas. No boat shall exceed the speed of 4 miles per hour/15 km per hour in the Marina, including approach channels. Sails may not be raised in the Marina. 5.5 No Swimming. Swimming and fishing are not permitted in the Marina Areas, including from the floating docks or gangways. 5.6 Garbage. No refuse of any kind shall be discarded in the THREE RIVERS MARINAS Areas except in bins supplied for that purpose. 5.7 Fires. No open fires are permitted anywhere in or on the THREE RIVERS MARINAS Areas unless proper permit is acquired. The use of gas-fueled barbeque grills is permitted, subject to THREE RIVERS MARINAS's discretion. 5.8 Use of THREE RIVERS MARINAS Areas at Own Risk. Boaters and Guests use the THREE RIVERS MARINAS Areas at their own risk.

6.0 GUESTS

6.1 Boater is Responsible for Guests. Guests are the responsibility of the Boater at all times. The Boater is responsible for the actions of Guests and is responsible for ensuring that Guests do not contravene any provision of the Agreement or these Rules that are applicable to Guests. 6.3 Limitations. The number of Guests permitted at any given time is limited to (length of the Boat) x (beam of the Boat) / 15. Guests under age 18 are not permitted except in the company of an adult. Children under 10 shall be accompanied by adults at all times and shall wear life jackets when near the water. 6.4 Guest Parking and Access. Guests may park in a Designated Parking Area, subject to the availability of parking spaces. 6.5 Guest Access. The Boater must inform security of Guests expected during these hours prior to entry. This

can be done 24/7 by calling (902) 838-4778. THREE RIVERS MARINAS reserves the right, in its sole discretion, to restrict a Guest's access, either for a specified time period, or until the expiry or termination of the Agreement.

7.0 BEHAVIOUR AND CONDUCT

7.1 Conduct Generally. Boaters and Guests must behave in a manner that is respectful and courteous to other boaters, guests, staff, and third parties within the THREE RIVERS MARINAS Areas. 7.2 Improper Conduct. Improper conduct will not be tolerated under any circumstances. Improper conduct includes, but is not limited to i) harassment; ii) conduct that may be considered threatening, including but not limited to yelling and use of profane language; iii) disorderly, indecorous or other inappropriate conduct that endangers safety, injures any person, causes damage to THREE RIVERS MARINAS property, harms the reputation of THREE RIVERS MARINAS or has the potential to result in any of these activities; and iv) unlawful acts. Disciplinary action will depend on the circumstances and may include verbal or written warnings, removal from THREE RIVERS MARINAS Areas, suspension of access, termination of an Agreement or criminal charges. 7.3 Alcohol. Alcohol may only be consumed on Vessels. 7.4 Prohibited Substances. Substances prohibited by law are prohibited from the THREE RIVERS MARINAS Areas and Vessels in the THREE RIVERS MARINAS Areas. 7.5 Noise. Noise, including music, must be kept to a minimum at all times. Quiet hours are 9pm - 7am (9pm - 9am Sunday evenings to Mondays mornings and holidays)

8.0 MARINA PARKING AND ACCESS FOR BOATERS

8.1 Parking. All vehicles must display either a ticket purchased from a machine in a Designated Parking Area or an original, valid, parking pass. 8.2 Designated Parking Areas. Parking is only permitted in a Designated Parking Areas. Designated Parking Areas may change from time to time, at THREE RIVERS MARINAS's discretion. 8.3 Vehicles: (i) cannot remain in the parking lot for longer than seven (7) consecutive days; (ii) must be parked in a Designated Parking Area; (iii) must abide by all speed limits and access restrictions; and (iv) must not be parked in whole or in part on the fire lane, next to ANY doors, ramps or stairs, in front of the dumpster, on ground bearing hash marks, or in locations marked with "No Parking" signs. 8.5 Compliance. Failure to comply with this section may result in a vehicle being tagged and/or towed at the Boater's expense. Boaters are responsible for the improperly parked vehicles of a Boater's Guests. 8.6 Vehicle and its Contents. The THREE RIVERS MARINAS is not responsible for any vehicles or their contents stolen or damaged while parked at the Marina.

9.0 PETS

9.2 Pets. (a) Pets must be leashed, or secured within the cabin of the Vessel at all times. Pets must not be left unattended in vehicles, the Vessel, other boats, on docks or any other part of the THREE RIVERS MARINAS Areas. (b) Pets are to be kept under control at all times. Boaters and Guests must clean up after their pets. A Boater is responsible for both its pets and the pets of its Guests', including for any disruption (noise etc.), harm (biting, jumping etc.) or damage (scratching, chewing etc.) caused to any person or property by one of these pets. (c) Failure to comply with this section will result in; (i) 1st offence: a written warning, (ii) 2nd offence: pet banned from property, (iii) 3rd offence: Vessel and Boater banned from property and the termination of the Agreement under section 10.

10. TERMINATION

10.1 By THREE RIVERS MARINAS for breach or improper conduct. Without fault or liability, THREE RIVERS MARINAS may terminate an Agreement: (i) on one (1) day's written notice to the Boater where, in the sole opinion of THREE RIVERS MARINAS, the Boater or a Guest breaches any term of this Agreement; (ii) immediately, upon giving notice to the Boater where, in the sole opinion of THREE RIVERS MARINAS the Boater or a Guest engage(s) in: (a) any illegal conduct; (b) any conduct or occurrence referred to under sections 4, 5, 7, 8 or 9 of the Rules or sections # 4, 5, 6, 7 and 8 of the Agreement. 10.2 Consequences of termination by THREE RIVERS MARINAS. (a) On termination under section 10.1, THREE RIVERS MARINAS may: (i) evict and remove the Vessel, the Boater and any Guest from the THREE RIVERS MARINAS Area at the Boater's expense; and (ii) repossess the Slip and rent it out to any other person. (b) An evicted Boater shall only be allowed on site after submitting a request in writing to the THREE RIVERS MARINAS, and for the sole purpose of removing the Vessel from the THREE RIVERS MARINAS permanently. The Boater shall be escorted at all times while on site. 10.3 Suspension of Boater THREE RIVERS MARINAS, in its sole discretion, may decide to suspend the rights of the Boater where it has reason to believe that the Boater has breached the Agreement. During the investigation period, the Boater shall only be allowed in THREE RIVERS MARINAS Areas after submitting a request in writing to the THREE RIVERS MARINAS, and for the sole purpose of performing necessary maintenance or servicing of the Boat. The Boater shall be escorted at all times while in THREE RIVERS MARINAS Areas. Upon completion of the investigation, which shall not be unreasonably delayed, THREE RIVERS MARINAS will inform the Boater in writing that either (a) the suspension has been lifted (with or without conditions); or (b) the Agreement is terminated for breach or improper conduct as per section 10.1. In such an event, the Boater(s) must immediately comply with section 3.5(e).

11.0 NOTICE

11.1 Notices. Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery, or email and shall be addressed to the addresses set out for THREE RIVERS MARINAS and the Boater on the front page of the Agreement. Unless otherwise provided in the Agreement, notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) business days after such notice is mailed; or (b) in the case of personal delivery or email one (1) business day after such notice is issued whether or not it is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or email.

12.0 RISK, LIMITATION OF LIABILITY AND INDEMNITY

12.1 Own Risk. Boaters, Guests and other persons use the THREE RIVERS MARINAS Areas at their own risk. 12.2 No Liability. THREE RIVERS MARINAS shall not be liable for the care or protection either of the Vessel, a vehicle, the Boater or a Guest for any loss, theft, damage or injury (including death) occasioned to the Vessel or to the person or the property of the Boater or Guest howsoever caused. 12.3 Indemnification. The Boater hereby indemnifies and holds harmless the THREE RIVERS MARINAS, its directors, officers, employees, agents and contractors, from and against claims, by whomever made, sustained or brought, including for third party bodily injury (including death), personal injury and property damage, in any way based up, occasioned by or attributable to anything done or omitted to be done by the Boater in connection with the use of the Slip or any of the THREE RIVERS MARINAS services, equipment or other facilities used by the Boater or its Guests.

13.0 GENERAL

13.1 Rental of Slip Only. The Agreement is for the rental of a slip and related services only and the provisions of the Agreement do not constitute nor shall they be construed to constitute an employer - employee relationship, an agency relationship, or a partnership or joint venture between the parties.

13.2 No Bailment. The Agreement is not an agreement of bailment. The Boater is not the bailor of the Vessel nor is the THREE RIVERS MARINAS the bailee of the Boat. At all material times as between the Boater and the THREE RIVERS MARINAS, the Vessel shall be and shall be deemed to be in the possession of the Boater notwithstanding that the THREE RIVERS MARINAS may move or otherwise handle the Vessel pursuant to the terms of the Agreement. Any and all such moving or handling shall be deemed not to take the Vessel out of the possession of the Boater. 13.3 Liens Permitted. THREE RIVERS MARINAS may place a lien against the Vessel and its contents for amounts due in respect of the use of the Slip, the cost of repairs for any damage caused to any THREE RIVERS MARINAS property by the Boater, a Guest or the Vessel and for any expenses incurred by the THREE RIVERS MARINAS on behalf of the Boater or other debts of the Boater due to the THREE RIVERS MARINAS under the terms of the Agreement. The THREE RIVERS MARINAS may give notice of the lien to the Boater, subject to the Repairs and Storage Liens Act, R.S.O. 1990, c. R.25. 13.4 Site Map