

This access right is an agreement between Marina de Saurel Inc., hereinafter referred to as "The Marina" and the owner of the boat mentioned on the reverse and whose signature appears on the form.

- A. The Marina has right of retention to the boat mentioned above, as well as to its equipment and contents, for non-payment of mooring fees or other services, or for damages caused by the boat mentioned above, or by its owner, to the docks or to other facilities belonging to The Marina.
- B. This access right applies to the use of one berth (at the owner's risk). The Marina will not be held responsible for the safekeeping or the protection of the boat (including rigging, equipment and contents) and will not reimburse loss or damages of any kind that may be sustained through the negligence of Port employees or other persons, or through equipment breakage. The owner exonerates The Marina from any loss, expense, lawsuit or claim resulting from the use of the berth, or from any damage resulting from a boat manoeuvre close to the said berth, whether they result from the negligence of Port employees or other persons.
- C. In case of strong winds, or if the water level changes, or for any other exceptional reason decided by The Marina management, the yacht basin may be entirely evacuated. The dock master will determine the time of evacuation. It is up to the owner to take the proper steps to ensure that his boat is moved to a safe location. Boats left unattended will be towed to other moorings at the cost and the risk of their owners.
- D. This access right will remain in force until its expiry, except if it has been terminated due to the following circumstances:
- Destruction of the mooring facilities by fire, storm or other natural disaster;
 - Failure to follow the rules as stipulated in paragraph E below.
- E. The owner agrees to observe all rules specified below, as if they were stipulated in the body of the agreement. In case of breach of this agreement or violation of the specified rules, this access right will be immediately terminated; in addition, The Marina may remove the boat from its berth and have it locked up at the owner's cost and risk, and take possession of the dock.
- F. The Marina having recourse to one of the above conditions does not constitute a permanent abandonment of claims.
- G. Any member who has a balance payable to the Marina de Saurel after April 1st will automatically be billed late payment fees equal to 5% of the annual mooring fees. After April 1st, mooring fees are not refundable, except in exceptional circumstances which must be justified in writing to the Marina office. (Refer to General Rules No. 44)

MOORING-RELATED ADMINISTRATIVE POLICIES:

The following rules have been established in the interest of the owners of boats docked at The Marina who are sure to be welcomed there. We ask that you kindly respect these rules.

A boat is under the authority of The Marina operators as soon as it enters The Marina. Only pleasure boats in good condition and propelled by the power of their own motors can have access to the berths. If, in the absence of an owner, an incident occurs, such as a broken bilge pump, a leak, a mooring line break, etc., the dock master may make the necessary repairs in the most economical way possible, at the owner's expense.

- Animals (dogs, cats, etc.) must be held on a leash in The Marina [maximum of 2 meters (6 feet)]. Owners of pets must clean up their animal waste.
- All members must notify the dock master's office of any absences of 24 hours or more and provide an anticipated return date. Management reserves the right to rent out all berths when they are free. If the return date differs from the one provided during the initial arrangement, a notice of 24 hours before the return time is required in order to ensure the availability of the normal place for the following day at noon. If a prolonged absence notice is not provided, or if the return date is different from the date given, the member may have to take a temporary different dock location from his normal location.
- Toilettes and septic tanks must not be emptied into the Marina basin. The Marina's harbour master's facilities and toilet waste pumping station are to be used for this purpose. First infraction: \$100.00 fine. Subsequent infraction: immediate termination of access rights and expulsion.
- Do not throw trash or debris overboard. Please place waste into the trash cans provided for this purpose. To eliminate objects that are too large for the trash cans, please contact dock personnel.
- Do not pour oil, alcohol, flammable liquids or oily bilge water into The Marina basins.
- Only propane gas barbecues are allowed on boats (forbidden on docks).
- Swimming, diving and fishing are forbidden in the basins.
- Boat owners must not keep supplies, materials, accessories or debris on the docks, and may not install cabinets, trunks, bins, carpets or other such objects on the docks. Painting, scraping or repair activities are not allowed on the docks or piers. It is also strictly forbidden to alter the docks in any way. Dock fenders and wedges (shims) are only to be installed after they have been approved by the dock master.
- Except by prior authorization of the port master, we may not sub-lease the berths nor move the boats from one dock to another.
- The owner agrees that, in case of an emergency, The Marina management may change the location of the boat from the dock rented to another dock.
- Boat owners will have parking rights for their vehicles only if they have paid the annual costs a sticker. Any vehicle in which the sticker is not attached in a visible manner is deemed to not have one and is thereby committing an infraction. If the fullness of the parking area requires it, a quota restriction may be applied, or sticker distribution may be limited by the management.
- Rental of a dock space at the *Parc nautique de Sorel-Tracy-Tracy*, and in rows "W and X" of the *Parc nautique Regard-sur-le-fleuve*, includes only one non-dedicated 15 or 30 amp electrical outlet. For a higher capacity, please see the dock master.
- The two police forces, the Royal Canadian Mounted Police and Sûreté du Québec, have the authority to uphold the laws and rules applicable to navigation and to the boating centre.
- All noise or nuisances related to the behaviour of a member or his guests, or an object in his possession, or an animal in his care, that disturbs the tranquillity of The Marina by nature of its duration, repetition or intensity is fully prohibited during the day and at night.
- Noise curfew is from 11:00 p.m. to 7:00 a.m. and no noise will be tolerated during this period.
- All boats travelling within the basins must navigate at a maximum speed of 3 knots (5 km/hr) and must not produce any waves.
- Entering and exiting the water, as well as any boat manoeuvres and manipulations, will be carried out at the sole responsibility of the boat owner.
- It is strictly prohibited to leave any boats on the land at The Marina at any time of the year, except for minor repairs that will only take a short time.
- Member-lessees must have valid insurance to cover at least the following risks: damage caused to facilities in The Marina, refloating and elimination services in case of a boat wreck within the limits of The Marina, any damage caused to third parties within the basins, including any fire and pollution damage. The member-lessee must also have third party liability insurance valued at a minimum of \$2,000,000.00. Proof of insurance must be presented to management upon request. Boats for which there is no proof of insurance will not be allowed in the basins. Under no circumstances can the management or their agents assume joint absolute liability with the users of The Marina.
- It is strictly forbidden to leave a boat in the water in the basins of the boating centres before or after the dates indicated on the reverse of this document.
- Sailboat halliards and canvass covers installed on boats must be tightly fitted and must not make any noise at any time.
- It is forbidden to fill gasoline tanks, and to pour gasoline from one container to another, anywhere other than at the dock gas station. All precautions recommended by the Coast Guard must be observed.
- Children under the age of 8 who are moving about on the docks must be wearing a life jacket and be under the supervision of an adult at all times.
- A single infraction of the rules stated above, or disorderly or contrary behaviour by a boat owner, his crew, or his guests can result in immediate expulsion without reimbursement and/or recourse, as well as termination of all membership rights.