

Terms and Conditions

1. Definitions

1.1 "Berth" includes all berths, docks, wharves, anchorages or moorings, and all buildings, walkways, and public areas adjacent thereto, owned or operated by or for the benefit of, or under the management or control of Build Nova Scotia.

1.2 "Crew" means the crew of the Vessel and any person on board the Vessel or at or about the Berth whether at the invitation, express or implied, of the Owner or otherwise.

1.3 "Owner" means the owner of the vessel, its servants, agents, successors, or assigns. For the purpose of this Document, the term "Owner" shall be deemed to include a person who is a lessee or operator of a Vessel pursuant to a Lease or similar Agreement. If any person other than the named Owner accepts these conditions, that person shall be conclusively deemed to have the authority of the Owner to do so, and in any event such person shall indemnify Build Nova Scotia from any claims made by the Owner against Build Nova Scotia arising out of the berthing of the Vessel.

1.4 "Vessel" means the Vessel that is berthing, whether such Vessel is actually owned by the Owner or is leased or rented by the Owner from a third party.

2. No Representations or Warranties: Build Nova Scotia makes no representations, undertakings, or warranties whatsoever as to the fitness of the Berth, depth of water, or any other matter which might relate to the safe berthing of the Vessel. All such matters shall be solely for the consideration and decision of the Owner, and acceptance of these conditions by the Owner shall be conclusively deemed to mean that the Owner has satisfied himself with respect thereto.

3. Owner Responsibilities

3.1 The Owner undertakes to berth the Vessel in a safe and secure manner, and to provide and tend all lines or other fastenings. In no event shall Build Nova Scotia have any responsibility for the safety or sufficiency of shore-side fastenings, or for berthing the Vessel or tending lines. Build Nova Scotia has the right at its sole discretion, but has no obligation, to direct the Owner with respect to the manner of berthing.

3.2 The Owner shall be responsible for all damage arising out of or attributable to the presence of the Vessel at the Berth, to the Berth or to any other berthed vessel or other property, and for any harm whatsoever which may befall any crew member, (see definition), and any other person on board the Vessel or at or about the Berth whether at the invitation, express or implied, of the Owner or otherwise including bodily injury and death and undertakes to indemnify and hold harmless Build Nova Scotia with respect to any claim by any person whomsoever arising therefrom. The Owner shall, during inclement weather or high winds, pull its Vessel away from the wharf using appropriate shock absorbing fenders. Build Nova Scotia, in its sole discretion, reserves the right to order the vessel to vacate the

berth in the event Build Nova Scotia is concerned the vessel may damage property due to inclement weather. If the Owner fails to remove the vessel, Build Nova Scotia shall be entitled to, at the Owner's risk and cost, remove the vessel from the wharf and thereupon secure it elsewhere and charge the Owner all costs arising out of this removal without any notification.

3.3 The Owner acknowledges that the Berth is open to the public and that no watchmen's services are provided by Build Nova Scotia. In no event shall Build Nova Scotia have any responsibility for pilferage from or damage to the Vessel attributable to any cause whatsoever, including without limitation, any negligence on the part of Build Nova Scotia.

4. Garbage/Clean-Up: The Owner undertakes that no garbage, effluent or other contaminant or pollutant whatsoever shall be discharged or permitted to escape from the Vessel, and shall remove all its property from the Berth and shall leave the Berth clean of all garbage and debris and in the same condition as at the commencement of the berthing.

5. Termination

5.1 Build Nova Scotia retains the right to terminate the berthing on 24 hours prior written notice to the Owner if in the sole and absolute discretion of Build Nova Scotia the use of the Site by the Owner may adversely interfere with that of any other permitted Licensee, potential Licensee, or potential purchaser of the Property or order the removal of the Vessel from the Berth at any time at its discretion, and the Owner undertakes to comply promptly with such order. The Owner agrees that if he should fail to obey such order, Build Nova Scotia has the right to remove the Vessel to any place whatsoever, and to store or dispose of the Vessel, at the Owner's expense. Build Nova Scotia retains the right to terminate the berthing without notice in the event the Owner breaches these terms and conditions.

5.2 In the event Build Nova Scotia removes, transports, stores, or in any way disposes of the Vessel, Build Nova Scotia shall not in any way be liable to the Owner or to any third party for damages to the Vessel or for loss of the Vessel whether or not these damages are the result of Build Nova Scotia's negligence or the negligence of a contractor or agent employed by Build Nova Scotia for such purposes.

6. Insurance

6.1 The Owner shall throughout the Term obtain and maintain commercial general liability insurance satisfactory to Build Nova Scotia covering bodily injury, sickness or disease, or death of any person, property damage, personal injury and legal liability arising from the use and occupancy of the Site and shall provide a certificate of liability to Build Nova Scotia upon request, the Owner shall, if requested by Build Nova Scotia, add Build Nova Scotia as an additional insured and the Owner shall provide that the insurance will be written in such terms to contain waiver or waivers of subrogation against Build Nova Scotia and shall protect Build Nova Scotia in respect of claims by the Owner as if Build Nova Scotia were separately insured. The minimum limits of coverage shall be not less than \$2,000,000 in respect of each occurrence or accident.

6.2 If applicable, the Owner covenants that the Owner has, insurance to cover the compulsory removal and/or disposal of any Vessel berthed at or adjacent to the Property, for any reason whatsoever, including an order or any other directive issued pursuant to the Navigable Waters Protection Act. The Owner further covenants that it will, throughout the term of the berthing, maintain and place such insurance coverage.

7. Payments

Payment shall be made in advance at the time of Berthing to the Property.

8. Indemnity

The Owner hereby releases Build Nova Scotia from any and all actions, damages, loss or injury or death to persons or property which heretofore or hereafter may be sustained arising out of mooring of the Vessel at the said wharf; and the Owner hereby agrees to indemnify and save harmless Build Nova Scotia from and against all claims, demands, losses, costs, debits, damages, actions, suits, or other proceedings by whomsoever made, arising out of or attributing in any way to the mooring of the Vessel at the said wharf.

9. Parking

The Owner acknowledges that no vehicle parking privileges whatsoever are included. Vehicles are not permitted on the Boardwalk nor the Wharf.

10. Utilities and Services

Utilities and services may be available at the site. The Owner must contact Build Nova Scotia prior to contracting outside services, including fuel delivery. The Owner shall, immediately upon receipt of a statement from Build Nova Scotia, reimburse Build Nova Scotia for reasonable expenses incurred with respect to the Owner's use of the Site, including expenses relating to the provision of: Electricity, Water, Security Services, Repairs, Fuel, Waste Management, Maintenance;

11. General Provisions

11.1 In this document, words importing the singular shall include the plural, and vice versa; words importing the gender shall include all genders.

11.2 Time shall be of the essence

11.3 If any term or provision of this document is found to be unenforceable or illegal, the rest of the document remains in full force and effect, except that the offending term or provision is deemed to be removed from the document.

11.4 In the event of a dispute between the Owner and any other user of the Property, the decision is at the sole and absolute discretion of the Marina Manager or Build Nova Scotia, whose decision shall be final and binding.

11.5 The Owner agrees that any sum due by the Owner to Build Nova Scotia pursuant to the berthing, including any sum which Build Nova Scotia may reasonably require by way of

security for the indemnities provided for herein, shall constitute a lien on the property of the Owner, including any Vessel of the Owner.

11.6 This document shall be governed by the laws of the Province of Nova Scotia and shall ensure to the benefit of and bind the respective successors and permitted assigns of the parties hereto.

11.7 The Owner acknowledges that he/she has carefully read and accepts, without qualifications, the foregoing conditions.

Daytime Berthing Guidelines

- **Free daytime berthing is available only if you have a valid Daytime Berthing Pass.**
You can apply for this pass through the marina, and it *must* be clearly displayed when you are berthed.
- **You may not tie up to a reserved dock.**
Reserved docks are indicated by posted signage and/or marked pylons.
- **Free daytime berthing ends at 9:00 PM.**
If you have not booked and paid for an overnight stay, you are required to vacate the berth by this time.
- **Build Nova Scotia retains the sole right to move or remove your vessel at its discretion.**
- **Any vessel without a valid Daytime Berthing Pass displayed in the windshield and visible to staff may be ticketed, towed, moved, or removed.**

Environmental Rules:

- Fireworks are prohibited at the marina.
- The Halifax Waterfront Marina does **not** offer hazardous waste disposal, bilge pump out or fueling
- Maintenance of your vessel that may result in pollutants inadvertently entering the water is prohibited.
- All waste must be sorted into garbage, recycling, cardboard and organics and disposed of appropriately in the bins provided.

Marina Booking and Cancellation Policy

Booking Policy:

- In order to make a booking and secure a reservation for a spot, the client must provide a deposit in the amount of the cost for one night stay (excluding taxes).
- For bookings of 7 days or more, this amount increases to the cost for a 2-night stay (excluding taxes).
- This is applicable to every booking that is not continuous.
- Payment for this deposit can only be received via debit or credit card.

Cancellation Policy:

- The deposit will be refunded if the cancellation occurs at least 7 days prior to the first day of the booking.
 - If the cancellation occurs between 7 and 2 days prior to the first day of the booking, 50% of the deposit will be refunded.
 - There will be no refund if the reservation is cancelled within 48 hours prior to the first day of the booking.
 - Valid reasons for still receiving a refund of the deposit when cancelling a reservation less than 48 hours of the first day of the booking are at the discretion of the marina.
- Early Departure Policy:
- If a vessel departs earlier than originally booked a refund of 50% for each remaining day in the original booking will be applied.