

# Vernon Yacht Club

7919 Okanagan Landing Road, Vernon, BC V1H 1H1

Phone: (250) 545-5518 • Fax: (250) 545-0388

Email: office@vernonyachtclub.com • Website: www.vernonyachtclub.com

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## Vernon Yacht Club Two Year Mooring Contract 2011 – 2012

**MOORAGE PAYMENT WILL NOT BE ACCEPTED UNLESS INSURANCE IS VALID WITH THE VERNON YACHT CLUB OFFICE**

**This front page and the terms and conditions attached constitute a binding legal agreement between the VYC and the below signed moorage member. The moorage member hereby acknowledges having read this Moorage Contract before signing it, having the authority to sign this Moorage Contract and having received a copy of this Moorage Contract.**

**PLEASE NOTE: IN ORDER TO OBTAIN MOORAGE THIS CONTRACT MUST BE SIGNED BY THE VYC MEMBER.**

**EACH OF THE PARTIES, WISHING TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT, HAS PLACED THEIR SIGNATURES BELOW AS OF THE DATE OF THIS AGREEMENT. THE UNDERSIGNED MOORAGE MEMBER, BY SIGNING BELOW, ACKNOWLEDGES HAVING READ, UNDERSTOOD AND AGREED WITH ALL THE TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT.**

ACCEPTED AND AGREED TO ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

**MOORING MEMBER**

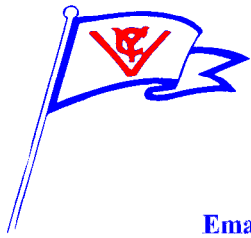
**VERNON YACHT CLUB**

\_\_\_\_\_  
Signature of the Moorage Member

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name



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## Vernon Yacht Club Mooring Contract

**This mooring policy supersedes all previous policies. Reviewed and passed by the VYC Executive October 13, 2009**

### MOORAGE REGULATIONS

**The Moorage member acknowledges that those parts of the VYC bylaws, rules, regulations and resolutions dealing with moorage, commonly referred to as the Moorage Regulations as amended or replaced from time to time.**

**This agreement shall, for all intents and purposes, be construed to be a storage contract and the provisions of The Warehouse Lien Act, RSBC, c Chapter 480 and the Federal Court Act RSC and successor legislation shall apply and the Moorage Member acknowledges and agrees that the moorage in this agreement constitutes “dock charges” within the meaning of the Federal Court Act and “warehouse charges” within the Warehouse Lien Act.**

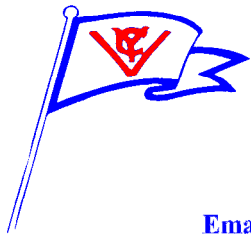
### MOORAGE TERMS AND CONDITIONS

Moorage privileges are subject to the terms and conditions in this agreement which incorporates by reference the Moorage Regulations. Your signature on this agreement acknowledges that you have received adequate notice of, are aware of, and unconditionally accept all the terms and conditions in this Moorage Agreement and the Moorage Regulations in exchange for the moorage privileges.

**MOORAGE PAYMENT WILL NOT BE ACCEPTED UNLESS INSURANCE IS VALID WITH THE VYC OFFICE.**

#### 1. MOORING ENTITLEMENT

- 1.1 The Club reserves the right to refuse any mooring application on the basis of a visual inspection of the vessel by the Fleet Captain.
- 1.2 Only one slip shall be assigned by the Club per membership. For administrative purposes this moorage assignment shall belong to only one member. This moorage is non-transferable to joint boat owners. In the event that two or more owners share joint boat ownership, the boat shall be registered in all the joint boat owners' names and each joint boat owner shall be a member of the Vernon Yacht Club. Proof of joint boat ownership is required in the form of a bill of sale a joint boat license as well as all the joint boat owners being named on the insurance certificate. A regular member who is also a joint boat owner in a vessel may be waitlisted but must immediately accept a slip assignment on one being offered and place a boat in that slip as per the moorage regulations or lose his or her place on the waitlist.
- 1.3 Mooring members shall be entitled to retain their mooring privileges, provided they are in good standing. Moorage intent forms must be returned with moorage payment in full no later than January 15th or the next business day each year to avoid late charges. If the fees are not paid by February 1<sup>st</sup> or next business day a 15% penalty will be applied. After March 1<sup>st</sup> or next business day the member is in default and is no longer entitled to mooring privileges, and the slip may be re-assigned.
- 1.4 Visiting boats from other recognized Yacht Clubs shall be granted 3 days of free mooring, if space is available. After three days, the mooring charge shall be \$10.00 per day. The Fleet Captain or mooring committee member shall approve and assign visitors slips.
- 1.5 Special arrangements may be made for mooring boats of entrants to CYA, CPS or VYC sanctioned events.
- 1.6 When a dependant member becomes wholly independent over the age of nineteen years and has not paid the required



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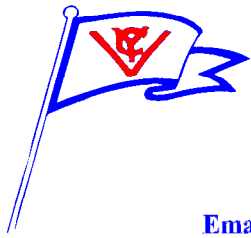
initiation fee, they must be accompanied by a regular member when operating a boat registered at the club facility.

## 2. RESTRICTIONS PLACED ON MOORING

- 2.1 The Mooring Committee reserves the right to relocate any boat moored at the Club's facilities, consistent with safety and good boating practices, according to the following principles (a) utilization of each slip to its maximum potential and (b) assignment of slips by members' seniority. Principle (a) shall have precedence over principle (b).
- 2.2 When ownership of a member's boat passes to a member who has no Club moorage:
  - the moorage is not automatically retained for that boat.
  - the selling moored member may, in writing to the Fleet Captain, agree to the new owner keeping the boat in the assigned and paid for slip for the balance of the mooring year. In this event, no other moorage will be assigned to the selling member for the balance of that moorage year.
    - at the end of that moorage year, the selling member may elect to; resume moorage or relinquish moorage
    - the buying member would be put on the waitlist and not assume use of the said slip
    - OR
    - if the selling member elects to place another vessel in the moorage and if there is no other moorage available, the new owner must promptly remove their vessel from the marina
    - as a club member with no assigned moorage, the new owner may at any time apply for moorage, be wait listed if necessary, and assigned moorage when available
    - when a member sells a boat with the intention of downsizing they may retain their current moorage until a more suitable smaller slip becomes available.
- 2.3 Requests for a relocation based on seniority will only be considered when a suitable slip becomes vacant.
- 2.4 A member assigned a slip must use the slip to moor a boat of the size stated on the moorage intent form.
- 2.5 When a member has paid for and been assigned a slip, but whose slip is determined to be vacant, the Club reserves the Right to assign the slip temporarily to a visitor or any member on a day-to-day basis as needed.
- 2.6 From time to time, special events held at the Club may require moorage. Upon request of The Fleet Captain, a member may be required to move his boat to a temporary berth. Should a member fail to comply, the boat may be moved at owner's expense, with no liability to the Club.
- 2.7 The anchoring of any boat within the VYC marina or fastening to the breakwater is strictly prohibited, except in an emergency.
- 2.8 Passengers and/or materials serving a commercial purpose shall not be embarked, disembarked, loaded or unloaded to or from a boat within the VYC marina. This section shall not be interpreted so as to prevent passengers or materials loading or unloading to or from
  - Okanagan Quality Life Society – 'Heaven Can Wait'
  - Boats participating in Club authorized activity during Vernon Boat Show
  - Boats engaged in a Club sponsored activity with a fee payable to the Club.
  - A Club member's private boat being shown to prospective buyers by the member or the member's agent.
- 2.9 When a member with an assigned slip elects to have no boat in that slip the Club may rent that slip to a waitlisted member. The rental fee shall be decided annually by the executive, collected by the Club with 50% retained by the Club and 50% paid the moored member. The intent is to make maximum use of moorage space and facilitate waitlisted members getting on the water.
- 2.10 A member assigned a permanent slip must occupy that slip for a period of one year before it can be sublet.

## 3. MOORING FEES AND CHARGES

- 3.1 Moorage fees will be based on a slip length/boat length formula effective the Annual General Meeting held November 26, 2007. Assessment of fees on all boats assigned a slip on docks A, B, C, D, E and W4 through W14 will be by the greater of slip length or boat length. Assessment of fees for boats assigned spaces along side E dock and walkways (Wharves) will be measured by overall boat length.
- 3.2 Boat measurements will be based on the boat length overall measured to the nearest foot from the furthest point forward to the furthest point aft. This will include swim grids, kickers or fishing engines, dinghies attached to the back of boats, and any other item that is attached to a boat on a regular basis while it is moored in the marina.



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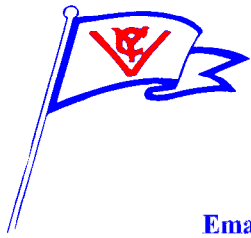
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- 3.3 Where a member has paid moorage for the year, then decides that that moorage is not required:
  - upon written application from the member, stating that moorage is not required for the balance of that year, received at the Club office before March 1<sup>st</sup>, the member will be refunded the full moorage fee. Full refund will not be paid to applications received on or after March 1<sup>st</sup>
  - after March 1<sup>st</sup>, a written request for prorated refund of paid moorage fees, must be received at the Club office before June 30th, stating that the member has elected to cancel moorage for the balance of that year
  - refunds will be calculated by dividing the members paid moorage fee by 12 to establish the monthly rate
  - the member will be charged the monthly rate for each month, beginning January 1<sup>st</sup>, to and including the month in which the application is received, whether they placed their boat in the marina or not. The balance will be refunded
  - a member will receive a prorated moorage refund only once in a period of five (5) consecutive years, including the year refunded, and may apply for moorage in any subsequent year, treated as a new application
- 3.4 The Executive will set mooring fees annually
- 3.5 Electrical power outlets shall be used for minor repairs and cleaning, this does not include heaters. Extended use shall be arranged with the Fleet Captain and applied for in writing. The Club reserves the right to charge a fee for any person who uses this utility, and will set the rates annually.
- 3.6 Charges for use of electrical power shall be set annually by the executive.
- 3.7 All unattended electrical cords on the docks must meet British Columbia electrical marine code standards and be placed so as to not be a hazard to movement on the docks.
- 3.8 Dry land moorage fees will be determined by the Moorage Committee on an annual basis.

## 4. SAFETY AND SECURITY

- 4.1 Under normal circumstances the gates at the Yacht Club mooring will remain locked and not to be blocked open.
- 4.2 Any vessel, which, in the opinion of the Fleet Captain, is in danger of sinking, is badly neglected, or is a hazard to other vessels, or the premises, may be removed forthwith by the Club with all related expenses, losses and/or damages charged directly to the account of the vessel's owner.
- 4.3 All boats, their contents and attachments, while at the Club, whether in land storage, in transit, or in the marina shall be entirely at the owner's risk with respect to any loss or damage.
- 4.4 The boat owner shall be liable for any loss, damage, or destruction caused to the Club's property or to any other boat by the owners boat whether under operation and/or care of the owner, and /or any other persons on board, both jointly and severally with other person.
- 4.5 **Liability insurance of at least one million dollars, is mandatory for the boat**, the designated mooring member, and all owners and all partners of any boat in the VYC marina or on VYC property. A copy of the page of the policy, or letter from the insurance company confirming this insurance, must be delivered to the VYC office each year. Any member not in compliance may have their mooring privileges suspended or terminated and the boat required to leave the marina. All boats visiting the marina must be covered by liability insurance of at least one million dollars.  
If there is a breach of the mooring policy, which relates to issues concerning safety insurance other matters deemed to effect the overall benefit the club, then the club reserves the right to remove the vessel, present to the provisions of the Warehouse Lien Act and sell it by way of auction, unless all reasonable expenses it has incurred or covered.
- 4.6 The boat owner agrees to the affixing of a sticker on the boat, placed so as to be clearly visible from the dock, indicating the assigned slip number.
- 4.7 All boats under way within the marina shall proceed dead slow and in a cautious and seamanlike manner so as not to roll up a swell, or do damage to other craft or to Club property. Outbound boats have right-of-way.
- 4.8 Boat owners will be held responsible for maintenance and repair personnel who enter the marina on their behalf.
- 4.9 The overboard discharge of toilets is strictly prohibited in the marina. The pumping or pouring overboard of petroleum products or sewage is prohibited. No litter shall be thrown overboard or left on the fingers or docks. Storage of flammable liquids must be in approved containers. Pouring of fuel within the marina will result in loss of moorage.
- 4.10 Reflective, flame, or oil-burning heaters shall not be used within the marina unless someone is in attendance at all times to supervise. The use of unprotected light bulbs is strictly prohibited.
- 4.11 **Members may NOT allow the use of their Key Card by non-members, unless the member accompanies the non-member onto the docks or into the Clubhouse. The member is responsible for the use of the Key Card at all times.**



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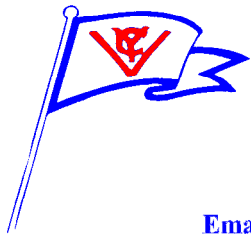
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- 4.12 Anyone having control of a boat within the marina must be at least 16 years old or be under the direct supervision of a responsible adult.
  - 4.13 Overhang of the dock by the boat's bow, bowsprit, anchor, anchor platform or the like is prohibited
5. PROPER SECURING OF BOATS.
- 5.1 Owners shall be responsible for the safe mooring of their boats, supplying and maintaining dock lines, springs, and/or snubbers. Mooring lines shall be of braided or laid nylon and of an appropriate diameter for the size of the boat. To reduce shock loading on attachment points, any line from a boat to the dock must be fitted with an adequate spring or snubber, except that a docking line of 10 feet or more shall be considered a spring line and exempt from this requirement.
  - 5.2 Boats up to 22 feet LOD shall use braided or laid nylon lines a minimum of 3/8" diameter  
Boats over 22 feet LOD shall use braided or laid nylon line of at least 1/2" diameter or larger
  - 5.3 All items attached to docks must meet with approval of the Fleet Captain.
  - 5.4 Tenders are not to be stored on the dock, but within the confines of the owners slip space, or within any area so designated by the Club.
  - 5.5 Outboard motors must be left in the vertical position. Any outboard found in the up position will result in extra moorage charges.
  - 5.6 If a boat's docking lines are insufficient or damaged, the owner will be notified. If necessary the mooring committee will install adequate lines and materials will be charged to the member.
  - 5.7 Where docking lines are attached to the boat, dock or slip via a shackle, the shackle shall have a Breaking Load of at least 1,300 lbs. Shackles of less strength may be straightened or broken under sudden heavy loading such as may be experienced by a vessel in the marina during storm conditions.
6. WAITING LIST AND SUBLETTING:
- 6.1 The current mooring list shall be displayed within the Club such that the owner of each boat in the marina can be identified and contacted.
  - 6.2 Any member with mooring who has disposed of his boat shall notify the Mooring Committee.
  - 6.3 Under no circumstances are moored members permitted to make their own sub-leasing arrangements. Moored members who wish to sublet (e.g. take a year away from mooring) must make their intentions known to the Fleet Captain. Members may sublet or rent once only in a five-year period. Members may sublet (vacate mooring) for a one-year period only, after which the member must retake a slip, or be placed at the bottom of the existing wait list. In the event of a space becoming available for subletting or rental, on a one-year basis, the Fleet Captain will contact, in the date order of their application, members on the wait list. Wait listed members who obtain sublet or rental mooring from the Club must understand that such mooring is granted on a temporary basis. If such mooring space is unavailable for the subsequent year, members who received the temporary mooring shall be returned, in order, to their original position on the existing waiting list.
  - 6.4 Requests for a change of mooring shall be made in writing to the Fleet Captain giving reasons for the requested change. Such requests shall be reviewed by the Mooring Committee in the order of date received at VYC office. The committee will consider the reason for the change, least disruption to other members and the best use of marina facility.
  - 6.5 The member to whom the slip is assigned must give the club one month notice in order to remove the rental vessel from the slip.
  - 6.6 The member must notify the club of his or her intentions and give one month notice before reoccupying the slip.
  - 6.7 Rentals will charged out at \$6.00 per foot of slip length per month from April 1 – October 31 and during winter months from November 1 – March 31, the current moorage fee per foot of slip length divided by twelve months will equal the monthly charge.
7. BEHAVIOR OF CLUB MEMBERS:
- 7.1 Club members, visitors, and guests must conduct themselves in a manner conducive to the safety and quiet enjoyment of others.
  - 7.2 Sailboat halyards must be secured to minimize noise.



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- 7.3 Dogs must be kept on a leash, in the hands of a competent person at all times, and the dog's handler must clean up excrement and remove it from the Club property.
  - 7.4 The Club may assess a penalty, or cancel mooring, or cancel membership and mooring, if a member or his/her guests, violates any of the provisions of the mooring policy, and in such case require removal of the boat from the Club premises.
8. CLUB PARKING:
- 8.1 All vehicles must be parked within designated areas.
  - 8.2 No trailer shall be parked on club property unless registered with the office or Mooring Committee, except during winter storage. A maximum stay of three (3) days will be allowed in the summer months, unless otherwise and specifically agreed to by the Mooring Committee.
  - 8.3 Any trailers left without approval from the Mooring Committee may be towed from the premises at the owner's expense
9. WINTER STORAGE:
- 9.1 Members with assigned and paid up moorage may winter store their boat on the VYC lot at no additional cost.
  - 9.2 Non-mooring members wishing to store boats on Club property during winter months (November 1 – March 31) will be charged a fee of \$30.00 per month subject to available space.
  - 9.3 All members wishing to winter store boats/trailers on Club property must, complete a storage request form and obtain a numbered decal from the office or Mooring Committee.
  - 9.4 Any boat using Club winter storage whether on a trailer, cradle or blocks must display a Club issued decal number in a clearly visible area, such that the owner can be identified.
  - 9.5 Any boat stored on Club property shall have current liability insurance of at least 1 million dollars.
  - 9.6 All vessels and/or trailers stored on land for winter storage must be removed from club property no later than April 15<sup>th</sup> of each year.
- 10.0 WINTER MOORAGE
- 10.1 Non Mooring members using a slip for winter moorage will be charged \$60.00 per month (October 1<sup>st</sup> to March 31<sup>st</sup>).
- 11.0 APPEALS:
- 11.1 Member's appeals or grievances related to mooring are to be submitted in writing to the Mooring Committee. Such appeals or grievances will be heard and adjudicated by the Mooring Committee. The member may subsequently and in writing take the appeal or grievances to the VYC Executive whose decision is final.
  - 11.2 Members who wish to have special consideration with respect to the mooring policy, due to extenuating circumstances, may appeal to the Executive.
- 12.0 BOAT SECURITY:
- Members can view the Vernon Yacht Club video camera number 1 from their home computer via the internet explorer displaying the parking lot & boat slips. Cameras 2, 3 and 4 will only be viewed by the Vernon Yacht Club Commodore, Vice Commodore and Office Manager.