

## **MOORAGE POLICY & REGULATIONS**

### **1. Overview**

RBYC memberships, berths and mooring rentals shall be administered by RBYC employees with responsibility remaining in the Executive. The term **boat** applies to all types of vessels that have an assigned mooring at the Club.

### **2. Payment**

All berths and moorings (buoys) are rented on a year-to-year basis only to current members in good standing. In order to occupy a berth or mooring, membership dues together with berth or mooring fees are due on **March 31st**, of the current year. Where the payment has not been received by the date set, all membership and berth privileges will be forfeited without further notice. The berth will then be reassigned to the first member on the appropriate waiting list. NSF cheques and partial payments will be considered non-payment.

### **3. One Time Membership Fees (no GST)**

RBYC Member Interest	\$600
Class A Subscription (Mooring Member)	\$5500
Class B Subscription (Non Mooring Member)	\$3500
Class C Subscription (Intermediate Associate Member)	\$3500*

\*paid over a period of time.

The subscription will be refundable when you leave the Club, providing the Club has identified a new member willing to subscribe to the applicable Class.

### **4. Annual Membership Fees (plus GST)**

General Membership	\$650
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### **5. Moorage Fees (plus GST)**

#### Berths:

Personal Watercrafts (PWC) in Marina	\$360
Personal Watercrafts (PWC) on Rollers	\$430
Small berth (boat length less than 17 feet overall)	\$750
Medium berth (length greater than 17' and less than 20' overall)	\$890
Large berth (length greater than 20' and less than 25' overall)	\$1100
XL berth (boat length greater than 25' and less than 30' overall)	\$1300
XXL berth (boat length greater than 30' and less than 35' overall)	\$1520
XXXL berth (length greater than 35' and less than 40' overall)	\$1590
Boat lift	\$1920
Power to Berths	\$55
Mooring Buoy	\$700

Boat Butler Service

\$700

Note: The beam of a boat will be taken into account when determining the allocation of berths. The Mooring Committee may reclassify a boat that has an exceptionally wide beam to a larger classification. This will not be done without the consultation of the member. A written explanation, detailing action to be taken and additional costs (if any), will be provided to the member if a change is made.

## 6. Liability & Club Property

a) All moorage space shall remain the property of the Club. Members shall have no proprietary right to an assigned berth.

b) All boats, their contents and attachments, while moored at the Club, shall be entirely at the owner's risk with respect to any loss or damage sustained. The Club shall not be responsible for any loss or damage to such boats.

c) The boat owner shall be liable for any loss, damage or destruction caused to the Club's property by the owner's boat, whether or not under operation and/or care of the owner, or any other person with the owner's consent, both jointly and severally with such person.

d) Each boat owner shall have valid liability insurance for his/her boat at all times while moored at the Club. Proof of insurance must be provided on request. The Club is not responsible for verifying that a Member has liability insurance and shall have no liability to any person for the failure of another Member to have sufficient insurance. Failure to have proper and valid insurance at all times will be grounds for immediate cancellation of mooring privileges. Liability insurance shall be no less than two million dollars (\$2,000,000) on all boats.

## 7. Assignment of Berths & Buoys

a) All mooring renters including Sublets and PWC (personal watercrafts) shall be required to purchase a Membership Interest and hold a General Membership on an annual basis.

b) **Members are required to sign a waiver relieving RBYC of liability in the event of damage or injury before occupying an assigned berth or mooring.**

c) Unassigned boats temporarily occupying a berth may be moved to a mooring buoy or other location at the owner's expense (where mooring lines etc. are required), and risk, without notice.

d) The Club reserves the right to refuse any moorage application on the basis of a visual inspection of the boat by the General Manager.

e) The Club reserves the right to reallocate any mooring location at the Club's facilities consistent with safety, good boating practices, and best usage of space.

f) The boat owner agrees to the Club affixing an annual sticker indicating the assigned berth.

g) Any member with mooring privileges who has sold, retired, destroyed or removed their boat shall retain the right to moorage for the remainder of the year and the whole of the next year upon payment of full mooring fees. An application must be made for another boat to occupy the assigned berth. If the new boat is not approved for the space, then the member must fill out the Waiting Application form and be placed on the appropriate waiting list. This berth will then be reassigned.

h) The General Manager shall not entertain an application for moorage where a non-member has a proprietary interest in the applicant boat. Upon request, legal registration must be produced to prove ownership or partnership of a boat.

## **8. Berth Change Requests**

Executive retains the right to assign berths as it sees fit. This is to ensure the best possible use of limited mooring space. However from time to time, members request berths other than the ones assigned to them. In order to accommodate these requests, the following policies shall be followed:

a) Any member with a berth wishing to change their berth must provide a written request explaining the reasons to the Mooring Committee.

b) Once the request has been received, the member's name will be added to a Lateral Waiting List with the application date noted.

c) As berths become available, the Mooring Committee will evaluate each request as to its appropriateness in terms of the overall allocation of berths. However the Mooring Committee is not necessarily bound by this request to allocate a berth if it does not feel it is the best use of the Club's mooring facilities. It is a reasonable expectation that the denied member will receive an explanation of the Mooring Committee's decision.

d) Members on this list will have priority over members without berths on the waiting list. It is important to note that a member may only request a move to a like-sized berth. If a member requires a larger or smaller berth than his/her current berth, the member must have his/her name added to the appropriate waiting list and pay the waiting list deposit.

## **9. Waiting Lists for Berths**

a) Eight waiting lists are maintained; one each for small, medium, large, extra-large, double extra-large, triple extra-large berths, boat lifts and buoys. Members can be placed on a waiting list by paying a nonrefundable waiting list registration charge of \$100 at the time of registration, which will be considered partial payment and applied to the rental fee

when a berth becomes available. The priority of an application shall be determined by the date of receipt of the \$100 waiting list registration charge. Current waiting lists shall be posted in the clubhouse.

b) The \$100 charge applies equally to members who already have berths as well as those who do not. When a berth becomes available, the member must purchase a Membership Interest in order to occupy it.

c) A member currently occupying a berth who plans to purchase a new boat that is larger either in beam or length, even though it does not change from one size category to another (for example, an increase in the size of a medium boat from 17 feet to 19 feet), must apply for approval with the RBYC Mooring Committee prior to any change. Where a new boat cannot be accommodated in the present berth location, the member will have to be placed on the appropriate waiting list to secure a larger berth. This does not allow for unassigned boats to use slip at any time for any period.

d) If a member does not wish to take a berth when the opportunity arises, the member must go to the bottom of the list, in which case a new priority date will be set. The \$100 charge need not be paid again.

e) During the boating season, the Mooring Committee along with the General Manager will administer the waiting lists. In the off-season, the Mooring Committee Chairman and the Commodore will manage these lists.

## 10. Subletting of Berths

a) No member can sublet a berth. If a member does not require a berth but wishes to retain the berth for future use, the member must notify the RBYC Secretary in writing (forms are available from the General Manager) and maintain a membership each year the berth is sublet. The Club will sublet to the applicant with priority on the appropriate waiting list, who shall also remain on the waiting list. A berth may be sublet for up to two consecutive seasons, thereafter if not occupied by the member, it will be offered to the applicant with priority on the waiting list. **The member wishing to sublet the berth must first pay for the berth fees and once the berth has been assigned to another member for subletting, the original member shall be reimbursed for the berth fees by the Club.**

b) The sale of a boat does not allow the member to sublet or otherwise transfer the use of a berth to a new owner. If a member sells his/her boat during the boating season, the Club will refund the unused portion of the rental subject only to a new renter being in place.

## 11. Temporary Moorage

a) From time to time, special events held at the Club may require moorage. Upon request of the General Manager, a member may be required to move his/her boat to a temporary berth. Should a member fail to comply, the boat will be moved at the owner's expense, and with no liability to the Club.

b) For Security purposes, the General Manager must be given 24 hours notice by the member when they are placing the boat in its assigned berth. If the boat is going to be removed from its berth for any reason, the member must also notify the General Manager of the length of time the boat will be gone.

c) Berths, at the General Manager discretion may be utilized for day slip rentals for the time the slip is vacant.

## **12. Tenders & Dinghies**

a) A tender, dinghy or personal watercraft may not be secured alongside the parent within the moorage basin. Such boats must not be stored on the dock or grounds.

b) Dock storage boxes will be allowed on the wooden dock at the NW corner to a maximum of 7 boxes to be placed as directed by the Club Manager.

c) Dock storage on the wide portions of the stone breakwater:

- On the NW corner just east of the ramp
- On the east breakwater near the farthest north ramp leading to the cubed docks and
- On the water edge of the lawn west of the clubhouse.

d) The member will purchase all boxes from the Club at normal retail prices. The boxes to be supplied by the Club will be maintenance free plastic/ nylon type boxes and those that provide a sitting area on top will be preferred.

e) Boxes not purchased from the Club will not be allowed.

f) A rental fee of \$50 per year will be charged for the use of the Club's space.

g) Boxes shall be placed and secured only in the locations and manner designated by the Club General Manager.

## **14. Change in Ownership**

a) A member offering his/her boat for sale may display a discreet sign on or within the boat and/or on the Club bulletin board. Members must accompany any prospective buyer viewing the boat in the marina.

b) When ownership of a boat passes to another member retention of a mooring space shall depend on the new owner's seniority position on the waiting list. Moorage is not automatically retained for that boat.

c) If required, proof of ownership must be produced that is satisfactory to the Club.

## 15. Shared Ownership

a) When ownership of a boat is shared each owner must provide confirmation of the percentage of ownership of the boat and maintain a membership in good standing.

b) Corporate moorage, for businesses offering the sale of watercraft will have permission to use different boats in their slip provided they do not exceed the set length and beam restrictions set by the RBYC. In addition, only those named on the Corporate slip shall have the right to use moorage or Club facilities and only these individuals shall accompany prospective buyers onto Club property. There will be an additional fee to slips deemed Corporate slips as set by the Executive of the RBYC. Misuse or inappropriate actions of the member or their customers will be cause for termination and reassignment of such slip.

## 16. General

a) Club members and their guests must conduct themselves in a manner that is not detrimental to the safety or quiet enjoyment of others.

b) Sailboat halyards must be secured when moored to allow quiet enjoyment of other members.

c) The anchoring of any boat within the breakwater or fastening to the breakwater is strictly prohibited.

d) Water may be supplied free of charge, provided it is not used wastefully. The Club reserves the right to charge a fee at their discretion, to any person who abuses this privilege.

e) Dogs must be kept on a leash, in the hands of a competent person at all times and the dog's owner must clean up excrement and remove it from Club property.

f) Gates or doors to the Club property shall not be left open or held open to allow entry of non-members. It is the responsibility of each member to ensure those entering have proper access.

g) Outboard motors shall be kept in the "down" or vertical position when the boat is moored.

h) The use of through hull toilets is strictly prohibited. All boats moored within the Club basin that do not have a holding toilet tank and have through hull fittings will be required to seal such fittings while moored at the Club. The pumping or pouring of bile water, petroleum products or sewage is prohibited. No litter shall be thrown overboard, left on the docks or within the Club basin. The discharge of portable toilets within the Club basin or clubhouse is strictly prohibited.

i) All power driven boats must have engine noise muffling equipment in use at all times when in the moorage basin.

j) All boats moored at the Club must conform to all governmental regulations as laid down by Federal, Provincial and Municipal authorities.

## **17. Safety**

a) The Club reserves the right to set acceptable standards of all boats moored within the Club. Such standards will be determined by the General Manager and/or the Board of Directors and enforced by the General Manager.

b) Any boat that does not meet the standards as laid out by the Club after being notified in writing, will have a maximum of 7 days to conform to the stated standard or their boat can be removed by the Club at the owner's expense.

c) Any boat which, in the opinion of the General Manager is in danger of sinking, or is an immediate hazard to other boats or Club property, may be removed forthwith by the Club with all related expenses, losses and/or damages charged directly to the account of the boat's owner.

d) All boats underway within the Club basin shall proceed dead slow, in a cautious seaman like manner, so as not to cause swell, or do damage to other craft or to Club property. Outbound boats shall have the right of way over all other craft at the entrances.

e) Each boat owner shall be responsible for the safe mooring of their boat and shall supply and maintain safe docking lines. Overhanging of the wharf by the boat's bow, bowsprit, anchor, swim-grid, or stern shall be prohibited under all circumstances.

f) All electrical power outlets used in the hook-up to shore power shall meet the specifications of the Club. Those boats that do not meet Club specifications will be denied power.

g) The storage of flammable liquids, oily rags, etc. is prohibited on the Club dock. Pouring or transferring of flammable liquids within the moorage basin is strictly prohibited. Reflective, flame or oil burning type heaters, shall not be used within the moorage basin unless the owner is in attendance at all times. The use of unprotected light bulbs is also prohibited.

h) Children under the age of 10 must be accompanied by an adult at all times in the moorage area and should wear properly fitted life jackets.

i) Swimming within the basin is strictly prohibited. Safety gear provided on the docks shall be used for emergency purposes.

j) Fishing within the basin or off the breakwater is strictly prohibited.

- k) No storage of any items on Club docks or walkways.

## **18. Access to Moorage**

- a) Non-members are not allowed in the moorage area unless with a Club member, or with written permission from the General Manager.
- b) Maintenance and repair persons shall obtain prior authorization, on each occasion, from the office to enter the moorage area. Boat owners shall inform the General Manager prior to the arrival of maintenance personnel.
- c) Members must not lend or provide a non-member with a key FOB unless the member is on Club Property.

*The Club reserves the right to cancel the moorage agreement at any time if the owner or his guests violate any of the existing moorage regulations. The owner, upon cancellation of the moorage agreement, must remove his boat forthwith from the moorage area at his own expense, or the Club will have it removed and charged to the member.*

### **RELEASE, WAIVER AND INDEMNITY**

**In consideration of the Club entering into the Moorage Agreement, I/we hereby agree to relinquish all claims and causes of action, whether presently existing or that may arise in the future, which I/we as Owner(s) might otherwise have against the Club, its officers, servants, agents and independent contractors, their heirs, executors, administrators, successors and assigns, arising from loss of or damage or injury to myself/ourselves or any person for whom I/we am/are responsible by law or the boat or any equipment, supplies or accessories of the Owner(s), or any other boat in which I/we may have an interest at the time of such loss, damage or injury occurs.**

**I/We further agree to indemnify and save harmless the Club, its officers, servants, agents and independent contractors, their heirs, executors, administrators, successors and assigns, from and against any and all manner of actions or causes of actions, damages, costs, loss or expenses of whatever kind (including, without limitation, legal fees on a solicitor and client basis) which the Club, its officers, servants, agents and independent contractors, their heirs, executors, administrators, successors and assigns, may sustain, incur or be put to by reason of or arising out of any act or omissions which I/we or any person for whom I/we am/are at law responsible from the use or occupation of the moorage space and ancillary facilities or areas provided by the Club in whole or in part and, without limiting the generality of the foregoing, from the non-observance or non-performance by me/us or any persons for whom I/we/are at law responsible under any laws, regulations or requirements of any federal, provincial or municipal authority or any of the covenants, agreements, terms, conditions and provisions contained in the Moorage Agreement. Such liability**



to indemnify and save harmless shall survive any termination of the Moorage Agreement.

I/We have read and understand the above release, waiver and indemnity and I/we am/are aware that by signing this Agreement, I/we am/are waiving certain legal rights which I/we or my/our heirs, next of kin, executors, administrators and representatives may have against the Club.

DATED AT \_\_\_\_\_, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2\_\_\_\_.

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation