



MOORAGE POLICY & REGULATIONS
Effective December 5, 2023

1. Overview

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

2. Payment

All Slips and mooring (buoys) are rented on a year-to-year basis only to current members in good standing. To occupy a Slip or Mooring, membership dues together with Slip and Mooring fees are due on March 31st, of the current year. If not paid by March 31, a \$100 administration fee will be added; and interest of 2% per month or partial month will be added, compounding each month (26.82418% per annum). Where the payment has not been received by the date set, all membership and Slip privileges will be forfeited without further notice. The Slip 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	\$3500*

*Paid over a 10-year period for Members 35 years and younger

The subscription will be refunded when you withdraw from 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 (2024)	\$710
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5. Moorage Fees (plus GST)

Slips:

Personal Watercrafts (PWC) in Marina	\$410
Small Slip (boat length less than 17 feet overall)	\$760
Medium Slip (length greater than 17' and less than 20' overall)	\$1030
Large Slip (length greater than 20' and less than 25' overall)	\$1270
XL Slip (length greater than 25' and less than 30' overall)	\$1520
XXL Slip (length greater than 30' and less than 35' overall)	\$1750
XXXL Slip (length greater than 35' and less than 40' overall)	\$1980
Boat Lift	\$2210

Mooring:

Buoy	\$810
Boat Butler Service	\$810

Note: The beam of a boat will be considered when determining the allocation of Slips. The General Manager 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 Slip.
- 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 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 always have valid liability insurance for his/her boat 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 always 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 Slips & 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 Slip or Mooring.
- c) Unassigned boats temporarily occupying a Slip 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 based on a visual inspection of the boat by the General Manager.
- e) The Club reserves the right to reallocate any Moorage location at the Club's facilities consistent with safety, good boating practices, and best usage of space.
- f) 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 moorage fees. An application must be made for another boat to occupy the assigned Slip. 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 Slip will then be reassigned.
- g) 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. Slip Change Requests

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

- a) Any Member with a Slip wishing to change their Slip must provide a written request (email) explaining the reasons to the General Manager.
- 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 Slips become available, the General Manager will evaluate each request as to its appropriateness in terms of the overall allocation of Slips. However, the General Manager is not necessarily bound by this request to allocate a Slip 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 General Manager's decision.
- d) Members on this list will have priority over members without Slips on the waiting list. It is important to note that a member may only request a move to a like-sized Slip. If a Member requires a larger or smaller Slip than his/her current Slip, the Member must have his/her name added to the appropriate waiting list and pay the waiting list deposit.

9. Waiting Lists for Slips

- a) Eight waiting lists are maintained: one each for small, medium, large, extra-large, double extra-large, and triple extra-large Slips, boat lifts, and Buoys. Members can be placed on a waiting list by paying a non-refundable 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 Slip becomes available. The priority of an application shall be determined by the date of receipt of the \$100 waiting list registration charge.
- b) The \$100 charge applies equally to Members who already have Slips as well as those who do not.
- c) A Member currently occupying a Slip 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 General Manager prior to any change. Where a new boat cannot be accommodated in the present Slip location, the member will have to be placed on the appropriate waiting list to secure a larger Slip. 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 Slip when the opportunity arises, the Member will stay in place on the waiting list, the General Manager will move on to the next Member on the waiting list.

10. Subletting of Slips

- a) Members who are in good standing (including fees paid for the year) who wish to sublet their slip may do so by informing the Club in writing (mail or email) by April 30 under the following conditions:
 - i. If the Club finds a sublessee who pays in full for the slip being sublet, the original member will receive a refund less a \$100 administration fee;
 - ii. If the Club finds a sublessee who pays less than the full cost for the slip being sublet, the original member will receive a refund of the amount collected by the Club less a \$100 administration fee. The Club is free to assign the slip being sublet to a smaller boat (with lower fees) or to a partial year sublet at reduced fees;
 - iii. Members leaving a buoy to take a sublet will receive a refund of 50% of the cost of their buoy mooring;
 - iv. Members leaving a slip/lift to take a more desirable slip/lift on a sublet basis fall into the same rules as anyone else subletting a slip
- b) Slips/lifts that are offered for sublet that are not taken up by another member shall become inventory that the Club can rent on a daily/weekly/monthly basis, with no refund to the member.

11. Short Term Rentals

Short-term rentals to Members (someone with another boat in the family, with family being defined as spouse, parent, sibling, child or grandchild, provided that the member shall at all times remain responsible for all obligations relating to the mooring and the boat):

- a) Slips, lifts and buoys that are not occupied may be rented to members at the discretion of the General Manager;
- b) Fees charged will include rental rates based on the principle that the normal mooring fee (excluding annual dues) should be recovered in 5 weeks if rented by the week, or in 25 days if rented by the day.

Short-term rentals to non-Members:

- c) Slips, lifts and buoys that are not occupied may be rented to non-Members at the discretion of the General Manager;
- d) Fees charged will include:
 - i. Refundable damage deposit of \$1,000
 - ii. Rental rates based on the principle that the normal mooring fee (including annual dues) should be recovered in 5 weeks if rented by the week, or in 25 days if rented by the day.

12. 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 Slip. 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 Manger must be given 24 hours' notice by the Member when they are placing the boat in its assigned Slip. If the boat is going to be removed from its Slip for any reason, the Member must also notify the General Manager of the length of time the boat will be gone.
- c) Slips, at the General Manager discretion may be utilized for day slip rentals for the time the slip is vacant.

13. Mooring Lines

All Members are required to provide their own Mooring Lines and Bridle line/hookups to Buoys and Docks. The Club does have lines/hookups for Mooring Buoys for purchase if the Members wishes to use these. The Club also can provide the Vendor information and what would be require for purchasing if Members chose to provide their own.

14. Tenders & Dinghies

A tender, dinghy, or personal watercraft (PWC) may not be secured alongside the parent within the Slip and/or Buoy Moorage Basin. Such boats must not be stored on the dock or grounds.

15. 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.

16. Shared Ownership

When ownership of a boat is shared and not within immediate family members, all owners are required to hold Annual Membership and pay applicable fees. Owners will only have 1 Share in their name(s).

17. 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) All Guests must be accompanied by Members. The RBYC does not allow any Non-Member guests to use Members' boats without Members present. If any Non-Member guests are observed using Members' boats without the Member present, a warning letter will be issued from the Board of Directors. If the incident occurs again the Member will be suspended from the Club and the Member will be placed on the refund list.
- c) Sailboat halyards must be secured when moored to allow quiet enjoyment of other members.

- d) The anchoring of any boat within the breakwater or fastening to the breakwater is strictly prohibited.
- e) 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.
- f) Dogs must be kept on a leash, in the hands of a competent person always and the dog's owner must clean up excrement and remove it from the Club's property. At this time Dogs are only allowed on the Lower Deck.
- g) 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.
- h) Outboard motors shall be kept in the "down" or vertical position when the boat is moored.
- i) 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 full 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.
- j) All power-driven boats must always have engine noise muffling equipment in use when in the moorage basin.
- k) All boats moored at the Club must conform to all governmental regulations as laid down by Federal, Provincial, and Municipal authorities.

18. 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 from 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 stem 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 attends all times. The use of unprotected light bulbs is also prohibited.
- h) Children under the age of 10 must be always accompanied by an adult in the moorage area and should wear properly fitted life jackets.
- i) Swimming within the basin is strictly prohibited. Safety gear provided on the grounds shall be used for emergency purposes.
- j) Fishing within the basin or off the breakwater is strictly prohibited.
- k) No storage or any items on Club docks or walkways.

19. 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.