



Schedule 1 to Moorage Agreement  
Rev Feb 2016

1. The Summerland Yacht Club (SYC) reserves their sole right to refuse any moorage application.
2. The Summerland Yacht Club (SYC) restricts Member's moorage of vessels to a total length of 33'.0" (Thirty-three feet and Zero inches) L.O.A.(Length Over All) and a maximum width W.O.A. (Width Over All) of 50% (Fifty Percent) of the assigned slip width, to include bumpers, and 12" (twelve inches) of open space, due to dimension restrictions of the marina moorage layout. NO EXCEPTIONS WILL BE ALLOWED.
3. Moorage members purchasing new vessels are not guaranteed access to moorage should the new vessel exceed their current assigned slip dimensions. Those members contemplating purchase of a new vessel that may exceed their current slip assignment dimensions must obtain prior approval from the Moorage Director or designate prior to mooring the vessel.
4. A visual inspection confirming the description, registration and dimensions etc. of all vessels to be moored or moored within the marina is required by the SYC and executed by the Moorage Director or designate prior to confirming and/or assigning moorage.
5. Moorage is available on an annual basis only to Regular SYC Member(s) in good standing, owning and insuring their own vessel.
6. All annual moorage fees are payable in advance and are effective for a 12 month period only, beginning from the invoice due date as declared by the Board of Directors.
7. The Moorage Contract becomes effective, only, when accepted and signed by the Board of Directors or designate.
8. Moorage members will receive a security key card for the Marina, Washroom Facility and Clubhouse access on acceptance of membership and payment of fees. Additional key cards or replacements will be charged to the vessel owner(s) for a nominal fee.
9. Sale of a member's vessel having moorage does not provide for the slip to be transferred to the new owner(s) with the sale of the member's vessel. The new owner(s) must become a Regular Club Member in good standing to obtain the right to lease a slip and will be placed on the moorage waiting list for moorage. The Moorage Director or designate must be advised of all vessel sales and removals from the assigned slip allocations.
10. Moorage members who have paid their moorage and have A) decided not to use it, or B) sold their vessel and removed it from the SYC for the remainder of the

contract period, will be refunded their moorage fees on a pro rata basis between the payment date of March 31 and July 1 of the same year. After July 1, there will be no refund. Applications for refund may be submitted to the executive and will be reviewed on an individual case basis.

11. Any member who leaves his/her assigned moorage slip vacant for 30 consecutive days or longer must advise the club. During any such period of vacancy, the club may, in its sole discretion, temporarily reassign (Sublet) such moorage to others, including, but not limited to, members from visiting yacht clubs that have reciprocal moorage privileges.

12. In addition to the powers given to the Board of Directors, if at any time any fees payable to the SYC by any member(s) or former member(s) are 1 (one) month or more in arrears and if a vessel and/or the property of a member(s) or former member(s) remains upon the SYC premises, the Board of Directors reserve the right to:

- (a) Move the vessel to any part of the SYC premises without being liable for any loss or damage to the vessel howsoever caused.
- (b) Give one month's notice in writing to the member(s) or former member(s) at his last known address in the SYC Register and thereafter commence any legal action necessary to recover monies and expenses owing, including but not limited to small claims court and authorized seizure of the vessel. SYC shall make all reasonable effort to contact the member(s) or former member(s).

13. All vessels moored or stored at the SYC, whether under cover, shall be at the owner(s) risk and the SYC shall not be responsible under any circumstances for any loss or damage caused by or sustained by such vessel, whether the same is caused by the negligence of the SYC, its servants, or agents or otherwise.

14. The vessel owner(s) shall be liable for any loss, damage or destruction caused to the SYC's property by the owner(s) vessel whether under operation and/or care of the owner(s) or any other person on board with the owner's consent, both jointly and severally with such persons.

15. Any damage caused by improperly or unsecured moored vessels to SYC's property or to the property under the care of the Club shall be repaired at the vessel's owner's expense.

16. The moorage space leased by the Moorage member(s) or any other space allocated to the owner(s) in accordance with the Moorage Contract, shall not be sublet by the owner(s). Any non-member vessel occupying such space not approved by the Moorage Director or designate shall be removed at the owner's expense with the Moorage member(s) membership subject to review and possible cancellation.

17. The Moorage member(s) shall provide the SYC with evidence of legal ownership of the vessel, such as legal registration and/or Bill of Sale. If a vessel has more than one owner, evidence of joint ownership is required, showing both names on the Bill of Sale and registration documents.

18. Moorage member(s) shall, provide annual proof of vessel Public Liability insurance coverage to the limits specified by the Board of Directors 7(seven) days prior to the expiry date of the yearly policy coverage, in the owner(s) name, to limits specified, Failure to provide current insurance documentation by the due date will result in cancellation of their key card access to the SYC facility and at the Board of Directors discretion, has the right to remove uninsured vessels from SYC property at the owner's expense and will review the Moorage member(s) membership and possible cancellation.
19. The vessel owner(s) shall indemnify the SYC for any loss, damage or third party claim resulting from the operation of the owner's vessel while it is in the SYC basin or while situated on SYC property.
20. All power driven vessels must have engine muffling equipment in use at all times.
21. All vessels moored in the moorage basin must conform to all Federal, Provincial, Regional, and Municipal government laws and regulations and are subject to the Clubs moorage regulations.
22. Any vessel, which in the opinion of the Moorage Director, Board of Directors or designate, is in danger of sinking or is a hazard to other vessels or the premises, may be removed forthwith with all expenses and risk of loss or damage for the account of the owner(s).
23. Should the SYC be required to render salvage services to any vessel, the costs thereof shall be borne by the owner(s).
24. All vessels underway within the breakwater (berm), shall proceed at dead slow in a cautious seamanlike manner, making no wake, or do damage to other craft or to SYC property.
25. The fastening of any vessel to the breakwater (berm) is strictly prohibited.
26. The vessel owner(s) shall be responsible for the safe mooring of his vessel and shall furnish and maintain all lines and fenders the minimum regulated for the size and weight of the boat.
27. No tires, noodles, bumpers, fenders or other materials may be fastened to the SYC docks, except as approved by the SYC's Harbour Master or designate.
28. The vessel owner(s) agrees to allow the SYC to affix a sticker to the vessel, indicating the assigned moorage slip.
29. Vessels moored within the SYC's marina shall not be used as permanent living quarters, except as approved by the Moorage Director or the Board of Directors.
30. Vessels moored at the SYC's marina shall not be used for charter purposes.
31. Moorage members and their family, guests, and invitees must conduct themselves in a manner that is not detrimental to the safety or quiet enjoyment of

others. The Club at its sole discretion may revoke moorage privileges for inappropriate behavior.

32. While moored in the moorage basin, sailboats must have halyards secured to provide quiet enjoyment to users of the moorage basin. This includes dry docked.

33. Electrical outlets (power) are provided on a number of slips and charged to the Moorage members at a nominal fee, assessed by the Board of Directors. All electrical cords must be "Marine Grade Only" to comply with the Electrical Code.

34. Electrical outlets (power) on shore are provided free of charge to moorage members to carry out minor vessel repairs or power cleaning prior to lift in and after lift out.

35. Electrical outlets (power) will not be available to moorage members for dry land winter storage.

36. Fresh water is supplied free of charge, provided it is not used wastefully. The SYC reserves the right to charge a fee, at their discretion, to any person who abuses this privilege.

37. Reflective, flame, or free-standing oil heaters shall not be used within the marina unless the vessel owner, or someone designated by him, is in attendance at all times. The use of unprotected light bulbs is also strictly prohibited.

38. The storage of flammable liquids, oily rags, etc is prohibited on the SYC docks. Pouring or transferring of flammable liquids within the marina is strictly prohibited except in the designated "Gas Dock" area. Members not in compliance shall have their moorage revoked.

39. The use of through-hull toilets is prohibited in the marina and on the lake. The pumping or pouring of contaminated bilge water, petroleum products or sewage overboard is prohibited.

40. All garbage, waste etc shall be deposited in the designated containers provided, with particular attention paid to segregating all recyclables. No litter shall be thrown over board or left on the docks or breakwater (berm).

41. Swimming within the breakwater (berm) is strictly prohibited.

42. An adult shall accompany children under the age of 12 years when on the docks.

43. Safety gear and fire hoses provided on the docks shall be used only in an emergency.

44. Outboard motors on vessels within the SYC marina shall be kept in the "vertical" position.

45. Designated winter storage of vessels is available to members in the inner yard only on a limited basis, for a nominal fee fixed annually by the Board of Directors. Storage is subject to approval by the Board of Directors or designate prior to lift out.

Blocking or vessel cradles must be removed within 10 days of lift-in.

46. Vessels, vessel trailers, or other items found on the SYC premises, yard or marina that are unauthorized may be removed at the owner's expense.

47. Vessel launching:

(a) The Summerland Yacht Club maintains a vessel launching facility for the use of their members in good standing, contractual guests and emergency search and rescue only.

(b) Seasonal launching fees if applicable will be set annually by the Board of Directors.

(c) Members availing themselves of this service must remove their trailers from the SYC premises after launching.

48. All pets must be on a leash at all times, while on the property and premises of the SYC.

49. Vessels moored or stored within the SYC property should be fully secured and locked. Outboard motors should be in the vertical position, dingy motors secured with locks and mast lines must be firmly secured, where applicable. In dry storage outboards should be removed.

50. There is to be no sandblasting or spray-painting allowed on the SYC premises, unless in a confined area and subject to the approval of the Yardmaster Director or designate. It is imperative that all measures should be taken by vessel owners to reduce any pollution of the lake by using proper materials to finish boat bottoms and tops and to use proper methods to prevent any contamination of the lake or lake shore. No open flame, such as blow torches, gas burners, etc., shall be used in the yard without permission first having been obtained from the Yardmaster Director or designate.

51. The moorage or anchoring of any vessel within the marina is strictly prohibited without the express permission by the SYC's Board of Directors, Moorage Director or designate.

52. Slips not being used by moorage holders may be utilized by the Moorage Director or designate for guest vessels. The lessee shall be advised in advance whenever possible.

53. The Club reserves the right to assign, or reassign moorage of any vessel in the moorage basin for ANY REASON IT DEEMS NECESSARY, including but not limited to, factors such as safety, navigational constraints, boat size, good boating practices, and best use of space. Accordingly, the Club may reassign vessels within the moorage basin to make best use of moorage space. Such moves are NOT optional and moorage members whose vessels are moved may apply for reassignment by application and their names will be placed on the "Move List".

54. The SYC may assess a penalty or cancel the Moorage Contract if an owner(s) or his guests violate any of the provisions of this agreement and the owner(s) shall upon cancellation of this agreement forthwith remove their vessel from the SYC's moorage area.

55. The Moorage member(s), within 10 (Ten) days, agree to advise the SYC of all changes of address, telephone numbers, email addresses and vessel descriptions.

56. It is understood and agreed that the undersigned hereby waives its rights and/or subrogation rights to sue or take any other legal action against the Summerland Yacht Club (SYC) from all liability and for any claim for loss or damage by fire and any other hazards caused by any act or neglect on the part of the Summerland Yacht Club (SYC) or its employees or members.

57. I/we the Undersigned have read and understand the Waiver of Rights and Subrogation Clause and permit SYC to retain and use the information on this contract form for the purposes in accordance with SYC's privacy policy.

58. I grant to the Summerland Yacht Club (SYC), the right to take photographs of me, our vessel and vehicles in connection with our Club membership and events. I authorize the Summerland Yacht Club (SYC), its assigns and transferees to copyright, use and publish the same in print and/or electronically.

I agree that the Summerland Yacht Club (SYC) may use such photographs of me, our vessel and vehicles with or without my name and for any lawful purpose, including for example such purposes as Club publicity, illustration, advertising, and Web content.

EACH OF THE PARTIES, WISHING TO BE LEGALY BOUND BY THE TERMS OF THIS CONTRACT, HAS PLACED THEIR INITIALS ON THE CONTRACT AS INDICATED AND THEIR SIGNATURES ON THE BOTTOM OF THE CONTRACT AS INDICATED. THE UNDERSIGNED MOORAGE MEMBER (S), BY SIGNING THE CONTRACT ACKNOWLEDGES HAVING READ, UNDERSTOOD AND AGREED WITH ALL CONTRACT TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT AND SCHEDULE 1.