

# Summerland Yacht Club Policy

## **Moorage Policies**

### **1. General Moorage Policy**

The Club, through the Moorage Director, will use best efforts within these moorage policies to make suitable moorage available for members of the Club who are eligible for moorage. Moorage is never guaranteed.

- Every vessel moored, or proposed to be moored, in the Club's moorage facilities must be approved by the Moorage Director in accordance with the Vessel Restriction Policy, with the exception that a vessel approved for temporary moorage in accordance with the Reciprocal Moorage Policy or the Winter Storage Moorage Policy may be exempted from the Vessel Restriction Policy.
- When a new Regular Member has been assigned moorage, the assignment is conditional until the Moorage Director or designate performs an inspection of the vessel to confirm its description, dimensions and general condition prior to the vessel entering the Club's moorage facilities.
- Every vessel approved for annual moorage must be the subject of an annual Moorage Contract between all owners of the vessel and the Club. The Moorage Contract will consist of the member acknowledging in an online form on the Club's website that they have read and accepted the Club's Moorage Policies and Moorage Rules and any other conditions as published to the website.
- Only a Regular Member and a Life Member are eligible to have one primary vessel moored in the Club's moorage facilities. A Regular Member or Life Member may have an ownership interest in another vessel moored in the Club's moorage facilities where that arrangement is subject to the Joint Vessel Ownership Moorage Policy.
- Where a member wishes to have temporary moorage for a second vessel, the Moorage Director may assign temporary moorage when no other member on the moorage move list or moorage wait list wants to accept that available moorage. The member using the temporary moorage will pay a monthly moorage fee, in advance, at a rate set from time to time by the Executive Committee. If during the course of the temporary moorage, a member on the moorage wait list or moorage move list accepts the assigned moorage, the member using the temporary moorage will upon notice have 10 days to remove the moored vessel from the Club's facilities. A refund of a portion of the temporary moorage monthly fee will be made on a pro-rata basis for the portion of the month not used.
- Every vessel moored in the Club's moorage facility or in the winter dryland storage area must at all times have an active insurance policy that complies with the Vessel Insurance Requirements Policy.
- The Moorage Director at their sole discretion will decide the assignment of moorage to vessels to make the optimal usage of the Club's moorage facilities.
- A member assigned a slip for moorage has no right of ownership to the assigned slip through the assignment or by virtue of a tradition of use and may be required by the Moorage Director to move to another slip to make optimal use of the Club's moorage facilities for all members.

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- A member with assigned moorage on the older wooden docks is prohibited from making any modifications to the assigned finger or its associated piling or wharf without prior written approval from the Harbour Master.
- There is an **absolute prohibition** on a member with assigned moorage making any modification to the new fingers and wharfs constructed of aluminum framing and composite decking without prior written approval from the Harbour Master. A member who makes any modification to these moorage facilities without approval may lose their moorage.
- “A”, “C” and “D” wharfs are equipped with 20 amperes electrical outlets for each slip. When a member’s vessel is assigned to one of these moorage slips the member will be required to pay the Summer Power Fee as determined by the Executive Committee, regardless of whether or not the vessel uses the available power while in the moorage slip.
- The attached “Schedule 1 – Moorage Rules” is incorporated into these moorage policies.

### **2. Assigned Moorage Usage Policy**

Members of the Club who are assigned moorage are assigned to a specific slip and it is expected that a member assigned a moorage slip will use it to moor their vessel and only their vessel. It is the intent of the Club to try to accommodate the needs of members with assigned moorage when circumstances arise to cause the member to not be able to use their assigned moorage for extended periods of time.

- The Club retains control of all moorage regardless of having assigned any particular slip to a member for the moorage of their vessel.
- The direct exchange of assigned moorage slips between members is not permitted. If a member with assigned moorage requires an alternate moorage assignment for any reason then the member must request a moorage move in accordance with the Moorage Move List Policy.
- A member with assigned moorage is not permitted under any circumstances to sublet or transfer the use of their assigned moorage to another member or to a person who is not a member of the Club. A member who is found to violate this policy may be subject to Section 2.7 of the bylaws.
- A member with assigned moorage is not permitted to allow any person who is not a member of the Club unaccompanied access to the Club’s moorage facilities unless that person is a child of the member and is over the age of 19 years.
- A member with assigned moorage requiring any work to be performed on their moored vessel by a non-member must either admit and accompany the person or arrange for the person to obtain a temporary security card from the Club office to permit independent access. A member in violation of this policy may be subject to Section 2.7 of the bylaws.
- A member with assigned moorage who has given notice in accordance with the bylaws “Section 2.3 – Inability to use facilities” will be considered to have an approved moorage leave of absence for the period of one whole year on condition that the member continues to be a member in good standing and pays all Club fees and levies other than moorage fees. If the member wants to resume

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moorage in the year following the approved moorage leave of absence the member must give written notice of their intentions to the Moorage Director prior to March 1<sup>st</sup> of that year. Once moorage fees have been paid the Moorage Director will use best efforts to make the member's original moorage slip available but will not guarantee its availability. The member's request to resume moorage will have priority over members on the moorage wait list and moorage move list for an available suitable slip.

- If a member with an approved moorage leave of absence does not provide notice of their intention to resume moorage prior to the end of the one year leave of absence, their priority access to moorage will end. To resume moorage after that time the member will have to submit a request for moorage and moorage will be assigned in accordance with the Moorage Wait List Policy.
- A normal boating season for the Club is deemed to be the period from mid-April to mid-October. A member with assigned moorage who has not obtained an approved moorage leave of absence in accordance with the bylaws "Section 2.3 – Inability to use facilities", and who does not occupy their assigned slip with their approved vessel for a contiguous period of 60 days during the normal boating season, may be required to relinquish their moorage when a member with a vessel suitable for the slip is on the moorage move list or the moorage wait list and is prepared to accept the vacant slip.
- When the Moorage Director is aware of a member with assigned moorage where the member's usage of the moored vessel appears dormant for all of or a substantial portion of the normal boating season, the Moorage Director may direct that the vessel be moved to a secure location on "N" Dock, and that the vacated moorage be returned to the available moorage pool.

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### 3. Vessel Restriction Policy

The nature of the Club’s moorage facilities restricts the Moorage Director’s ability to accommodate all sizes and types of vessels. The length and width of slips, the distance between main wharfs, seasonal variations in water depths and the need to make the best use of the moorage facilities for all members requires the Club to restrict the sizes and types of vessels that may be approved for moorage.

- Only vessels that are a mono-hull sailboat, a conventional power boat with inboard or outboard engine(s) or a patio boat will be eligible for moorage. House boats, Personal Water Craft, dinghies, canoes, rowboats or similar water craft are not eligible for moorage.
- Except for the vessels listed below in Table 3.1, only vessels less than or equal to 33 feet, 0 inches in length overall (LOA) are eligible for moorage.

**Table 3.1**

| Boat Name               | Primary Owner | LOA   | WOA    | Year Grandfathered |
|-------------------------|---------------|-------|--------|--------------------|
| La Brissa               | W. Wickert    | 34’6” | 10’ 1” | 2001               |
| Yahoo                   | D. Oliver     | 38’6” | 13’4”  | 2006               |
| Black Dragon            | R. Larsen     | 33’8” | 8’4”   | 2014               |
| Taking Care of Business | B. Wilkey     | 34’6” | 10’6”  | 2005               |
| ?                       | A. Blace      | 33’5” | 10’6”  | 2012               |

- Additionally the maximum LOA and width overall (WOA) of vessels that can be approved for moorage will depend upon which wharf and slip the vessel is proposed to be assigned to in accordance with Table 3.2:

**Table 3.2**

| Wharf           | Finger Length | Distance Between Fingers | Allowable Maximum Vessel WOA | Allowable Maximum Vessel LOA |
|-----------------|---------------|--------------------------|------------------------------|------------------------------|
| “A” Dock - West | 26’           | 24’ 4” – 24’ 10”         | 10’ 8” – 11’                 | 33’                          |
| “A” Dock - East | 26’           | 22’ to 22’ 6”            | 9’6” - 9’9”                  | 29’                          |
| “B” Dock - West | 22’           | 18’                      | 8’ 6”                        | 25’                          |
| “B” Dock - East | 22’           | 18’                      | 8’ 6”                        | 27’ 6”                       |
| “C” Dock        | 26’           | 22’                      | 10’ – 10’ 3”                 | 30’                          |
| “D” Dock        | 26’           | 26’                      | 11’ 6”                       | 33’                          |
| “N” Dock        | N/A           | N/A                      | N/A                          | N/A                          |

- For the purposes of determining a vessel’s maximum LOA and WOA all appurtenances normally attached to the vessel for its operation must be included in the measurement. Appurtenances will include, but not be limited to, bowsprits, anchors, side racks for paddle boards/wake boards, anchor rollers, bow pulpits, swim platforms, swim ladders, arches, solar panels, outboard engines

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or kicker motors and underwater drive legs. The best way to envision this is to think of the length and width of the rectangular box required to fit the vessel into. Appurtenances will not include fenders where required to protect the vessel from the finger or an adjacent vessel.

- A member with assigned moorage wanting to replace their vessel in moorage with a different vessel must first obtain the approval of the Moorage Director. Because of vessel size restrictions such requests may require being dealt with in accordance with the Moorage Move List Policy.

### **4. Vessel Sale Policy**

From time to time the circumstances of a member of the Club may change such that the member wishes to sell their vessel that is in moorage. It is the intention of the Club to work with members in a way that enhances their ability to sell their vessel while accommodating the needs of members on the move list and wait lists, encouraging new members and making the most efficient use of the Club's moorage facilities.

- When a member that has assigned moorage in the Club's moorage facilities for a vessel and intends to change the usage of the assigned moorage by the sale of a joint interest or their 100% interest, or by the replacement of their vessel, the member must inform the Moorage Director or the Club Manager of their intentions so that all parties can plan for the change in usage of the assigned moorage.
- When a member sells only a joint interest in their vessel with assigned moorage and remains a member of the Club, then the jointly owned vessel and all joint owners will be subject to the Joint Vessel Ownership Moorage Policy.
- When a member sells their vessel with assigned moorage to another Regular Member or Life Member and the purchasing member wants moorage for the vessel being purchased then,
  - if the purchasing member already has moorage assigned then the purchased vessel must fit into their assigned moorage in accordance with the size restrictions of the Vessel Restriction Policy. If the Moorage Director determines the purchased vessel cannot comply with the Vessel Restriction Policy in the purchasing member's assigned moorage, the purchasing member must make a request to the moorage move list in accordance with the Moorage Move List Policy and the Moorage Director may require the purchased vessel to be removed from moorage while awaiting a new moorage assignment.
  - if the purchasing member does not currently have assigned moorage, the purchasing member must request moorage in accordance with the New Member Moorage Wait List Policy and the Moorage Director may require the purchased vessel to be removed from moorage while awaiting a new moorage assignment.
- A member may sell their vessel that has assigned moorage to a person who wishes to become a new Regular Member of the Club and who also wishes to obtain moorage for the vessel in the

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Club's moorage facilities. Such sales and moorage assignments will be in accordance with the following requirements and restrictions:

- the selling member and proposed buyer must discuss their intentions with the Moorage Director prior to the agreement to purchase being made,
  - the person proposing to purchase the member's vessel applies for and is approved as a new Regular Member in accordance with the Membership Policies - New Regular Member Approval Policy,
  - the purchased vessel will be assigned moorage in accordance with the New Member Moorage Wait List Policy and the Moorage Director may require the vessel to be removed from the Club's moorage facilities while awaiting a moorage assignment.
- When a member with a vessel in moorage sells the vessel to a person that is not a member of the Club, and the buyer does not intend to become a new Regular Member of the Club, the vessel must be removed from the Club's moorage facilities and premises at the latest immediately upon the sale closing.

### **5. Vessel Insurance Requirements Policy**

Vessels in or on the Club's facilities must have adequate insurance to protect the Club and other vessel owners from a loss arising from any event involving the vessel.

- Every vessel moored in the Club's moorage facility or in the winter dryland storage area must at all times have an active insurance policy that complies with Section 2.11 of the bylaws, this policy and any additional applicable terms of the annual Moorage Contract
- Acceptable types of insurance policies will include marine policies classed as Yacht or Pleasure Craft policies. As a minimum the policy must be a "Protection & Indemnity" policy that covers liability only. Alternatively the policy can be an "All Risks" type of policy that includes "Protection & Indemnity" liability insurance or equivalent. In both cases the liability coverage must provide for salvage or wreck removal or destruction in the event of the sinking of the vessel and environment cleanup from a spill.
- Liability insurance for a vessel provided by a residential insurance policy rider or extension will not be accepted as a valid type of insurance for the purposes of the Section 2.11 of the bylaws, unless the owner(s) of the vessel provides a signed letter from their insurer or agent stating how the insurance coverage is equivalent to the "Protection & Indemnity" coverage of a Yacht or Pleasure Craft marine insurance policy.
- These insurance requirements also apply to any non-member vessel moored in the Club's moorage facilities under the Reciprocal Moorage Policy or the Winter Storage Moorage Policy.
- When the insurance for a vessel moored in the Club's moorage facility or in the winter dryland storage area is determined by the Moorage Director to be inadequate, the owner(s) of the vessel upon notice from the Club has 3 business days to provide proof of active, adequate insurance.

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- If the insurance policy for the moored vessel has been terminated by the insurer, for whatever reason, the owner(s) must immediately inform the Moorage Director or Club Manager of this and will have 3 business days to provide proof of active, adequate insurance.
- A member with a moored vessel that does not or cannot comply with the requirements of this policy may lose their moorage and be required to promptly remove the vessel from the Club's facilities.
- Members with assigned moorage must maintain on file with the Club Manager a current copy of their proof of insurance in accordance with the Bylaws Section 2.11 – Moorage Documents. As a minimum the proof of insurance will consist of the insurance declaration page(s) showing the type and amount of liability insurance and the name of the member with assigned moorage. Where the moored vessel is subject to the Joint Vessel Ownership Moorage Policy the insurance declaration must list all declared joint owners. The Club reserves the right to request the actual insurance policy terms and conditions.

### **6. New Member Moorage Wait List Policy**

It is the intent of the Club to offer moorage to each new Regular Member, who has requested moorage, as soon as moorage suitable for the member's vessel is available. Since the Club operates in the District of Summerland community it is also the Club's intent to give higher priority to assign moorage to residents of the community who become new members of the Club.

- Once a new Regular Member's membership application is approved, the new member will be added chronologically to one of three new member moorage wait lists depending upon the member's location of primary residence as follows:

|              |   |
|--------------|---|
| Wait List #1 | District of Summerland resident   |
| Wait List #2 | Okanagan Valley resident within 65 km of the boundaries of the District of Summerland |
| Wait List #3 | All other residence locations   |

- All new Regular Members on a moorage wait list will initially be offered temporary moorage on "N" Dock, when it is available, while they remain on their moorage wait list awaiting moorage assignment in the main moorage facilities. The new member may decline "N" dock moorage without penalty.
- New Regular Members on the moorage wait lists will be offered moorage in the following order of priority:
  - Wait List #1 chronologically until three have accepted moorage, then
  - Wait List #2 chronologically until one has accepted moorage, then
  - Wait List #3 chronologically until one has accepted moorage, then

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- Return to Wait List #1
- The Executive Committee from time to time may revise the above ratio for assigning initial temporary moorage to new Regular Members on the moorage wait lists.
- A new Regular Member on a moorage wait list will not have priority for an available moorage slip when there is a member on the moorage move list with a vessel in moorage that is suitable for the available slip.

### **7. Moorage Move List Policy**

It is the intent of the Club to provide an opportunity for members with assigned moorage to request reassignment of their moorage from their current location to another location in the Club's moorage facilities that will better accommodate their needs.

- Unless there are special circumstances, the Moorage Director will not entertain a move request to a specific slip since this will severely limit the Moorage Director's ability to satisfy the needs of the member in a timely manner.
- A member with existing moorage, who wants a different moorage assignment in the Club's moorage facilities, must complete a request for the moorage move on the Club's website page. If the member cannot complete a move request in this manner, they may submit a written move request to the Club Manager. The written request must contain all of the same information requested on the website move request form.
- A member submitting a move request using the Club's website move request form will be required to pay a refundable deposit before the move request submission is accepted.
- A member submitting a written move request will be required to pay a refundable deposit by credit card.
- The amount of the refundable deposit that must be paid with a move request will be determined from time to time by the Executive Committee.
- Members added to the moorage move list will be added chronologically based on the date of the website request submission or the date of payment of the refundable deposit if the move request is submitted in writing.
- When moorage becomes available the Moorage Director will offer that moorage to the first member in chronological order on the move list that in the opinion of the Moorage Director will have their needs satisfied by the available moorage and where the member's vessel is suitable for the available moorage.
- A member requesting the move may decline the offered moorage, however after two declines of offered moorage, the Moorage Director will cancel the member's move request, remove the request from the move list and the member's move request refundable deposit will be forfeited.

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The member may appeal the Moorage Director's decision to the Executive Committee in writing within 10 days of the Moorage Director's decision.

- If the offered moorage is accepted by the member requesting the move, the member's moorage move list deposit will be refunded in full.
- If a member with existing moorage plans to replace their vessel in moorage with another vessel they must first obtain the Moorage Director's approval of the proposed replacement vessel.
  - If the Moorage Director determines that the proposed replacement vessel will satisfy the Vessel Restriction Policy vessel size restrictions of the current moorage assignment, then the member may place the proposed vessel into the current moorage, subject to an inspection to verify vessel dimensions.
  - If the Moorage Director determines that the proposed replacement vessel exceeds the Vessel Restriction Policy vessel size restrictions of the current moorage assignment, but does not exceed the maximum size restrictions elsewhere in the Club's moorage facilities, the member may submit a request to the moorage move list for the replacement vessel and that request will be dealt with in accordance with this policy. When suitable moorage becomes available for the proposed replacement vessel and the member accepts the moorage assignment, then
    - If the member is in possession of the replacement vessel they may place the vessel into the new moorage assignment, subject to an inspection to verify vessel dimensions.
    - If the member is not in possession of the replacement vessel and is in the process of purchasing or otherwise obtaining the vessel, they may place their existing vessel into the new moorage assignment for a period of up to 12 months from the date of accepting the moorage assignment. If at the end of the 12 month period the replacement vessel has not been placed into the new moorage assignment the Moorage Director may direct the vessel in the new moorage assignment to be relocated to "N" dock, or be removed from the Club's moorage facilities and the moorage will be returned to the moorage pool for reassignment. The member may request a new moorage assignment in accordance with this Moorage Move List Policy.

### **8. Joint Vessel Ownership Moorage Policy**

It is the intent of the Club to allow members to be assigned moorage where the vessel in moorage is jointly owned by the member and other persons. The bylaws of the Club provide for a person who is a joint owner of a vessel to become a Sponsored Member of the Club so the joint owner will have independent access to the moored vessel and also enjoy access to the Club's facilities.

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- This policy does not apply to a member who with their spouse are considered to have a joint membership in the Club and where one or both are the only owners of the vessel in moorage.
- A member with a vessel in assigned moorage is permitted to have other persons with a legal joint ownership interest in the vessel, provided the names of all joint owners are declared to the Club through the documentation requirements of this policy.
- A member with a vessel in assigned moorage may have a joint ownership interest in another member's vessel with assigned moorage, but will not have any rights to use the second moorage other than in the use and enjoyment of the second vessel.
- For a jointly owned vessel in assigned moorage where any joint owner is not a Regular Member, Life Member or Sponsored Member of the Club, that joint owner is not permitted to have independent access to the enjoyment or operation of the jointly owned vessel within the Club's moorage facilities unless, as a visitor, in the company of the member who is assigned the moorage or in the company of a Sponsored Member who is also a joint owner of the vessel.
- A Regular Member, Life Member or Sponsored Member, with an ownership interest in a jointly owned vessel in assigned moorage, that permits a joint owner independent access to the vessel when that joint owner is not a member of the Club may be subject to Section 2.7 of the bylaws.
- The member assigned moorage for a jointly owned vessel must maintain on record with the Club Manager a declaration of the names of all persons with a legal joint ownership in the vessel. The declaration of the joint ownership arrangement will consist of one of the following:
  - a letter to the Club Manager declaring the names of all joint owners, the percentage ownership interest of each joint owner and be signed by all joint owners,
  - a copy of the bill of sale or joint ownership agreement for the vessel in the name of all owners showing the percentage ownership interest of each joint owner and signed by all joint owners.

### **9. Reciprocal Moorage Policy**

The Club is a private, member funded society organized to facilitate the recreational boating and social activities of its members.

- The Club will not offer moorage on any basis to any member of the general public that is not a member of the Club.
- The Club will offer reciprocal moorage on a restricted basis to visiting members in good standing of other yacht clubs which extend reciprocal moorage privileges to members of the Club. Reciprocal moorage will be offered on a first come first served basis when suitable moorage is available.
- The Club will offer temporary moorage on a restricted basis to visiting members in good standing of other yacht clubs that have not yet extended reciprocal moorage privileges to members of the

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Club. This temporary moorage will be offered on a first come first served basis when suitable moorage is available after reciprocal moorage requests have been satisfied,

- All requests for reciprocal or temporary moorage must be made to the Club through the Club's website page a minimum of five (5) days prior to the requested start date of the moorage. The Club will use best efforts to accommodate the request, but moorage cannot be guaranteed.
- Reciprocal and temporary moorage privileges and costs will be as set from time to time by the Executive Committee and published to the Club's website.
- All requests for reciprocal or temporary moorage made through the Club's website must include uploading the following document files (scanned to PDF)
  - The current yacht club membership card for the person requesting moorage
  - A declaration of insurance coverage for the vessel that will be moored where the declaration must indicate liability insurance coverage that complies with the Club's Vessel Insurance Requirements Policy
- When a reciprocal or temporary moorage request has been approved and the requestor wishes to cancel the reservation, they may do so without prejudice by contacting the Club Manager at least 2 days prior to the approved start of the reservation.
- Following two (2) "no-shows" for approved reciprocal moorage reservations where the reservation has not been cancelled, the person that made the request will be denied any further requests for moorage in the calendar year.
- A reciprocal or temporary moorage request from persons attending Club sponsored regattas or other events will be given priority over non-event related moorage requests.
- A person requesting reciprocal or temporary moorage through the Club's website will be required to pay a refundable deposit for a security key FOB activated for access to the Club's secure facilities for the duration of the visit, unless they are already in possession of a security key FOB previously issued. At the end of the visit the visitor may return the security key FOB to the Club Manager or designate and receive a refund of the deposit. Alternatively for the one time deposit the person may retain the security key FOB and upon the next approved request for moorage the security key FOB will be re-activated for the duration of the visit.

### **10. Winter Storage Moorage Policy**

Members of the Club with assigned moorage are permitted to use their assigned moorage in the Club's moorage facilities for the term of the current Annual Moorage Contract. The Club may make moorage in the Club's moorage facilities available to non-members for in-water storage of their vessels in the off-season.

- A member of the Club with assigned moorage may keep their vessel in the Club's moorage facilities for the term of the current Annual Moorage Contract which includes the winter off-season.

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- A person who is not a member of the Club that wants winter storage moorage for their vessel in the Club's moorage facilities must make a request in writing to the Club Manager. A written request for winter storage moorage must be accompanied with
  - A cheque for full payment of the moorage fees
  - A detailed description of the vessel's length and width overall and draft
  - Proof of insurance that will satisfy the Vessel Insurance Requirements Policy
  - A signed copy of the Winter Storage Moorage Contract
- The Executive Committee will from time to time approve the moorage fees charged to non-members for winter storage moorage in the Club's moorage facilities. In addition to a moorage fee, a fee will be charged for electrical power service if requested and is available.
- A non-member having been approved for winter storage moorage may only moor their vessel in the Club's moorage facilities for the period specified in the Winter Storage Moorage Contract.
- Members with existing moorage who are leaving their vessels moored in the Club's moorage facilities for the off-season and wish to move their vessel to a slip providing more secure moorage will have priority over a non-member for any moorage location suitable for their vessel.

### **11. Vessel Lift-out, Lift-in Policy**

The Club will organize the seasonal lift-out of vessels in the fall and the lift-in of vessels in the spring to attempt to satisfy the needs of the members. Normally lift-out and lift-in will be restricted to member owned vessels with assigned moorage in the Club. The Yard Master is responsible to organize the lift crane, the vessel lift schedule and the storage arrangement plan for vessels requesting winter storage in the dryland winter storage area.

- At the discretion of the Yard Master persons who are not members of the Club may request and be approved for a lift. Lift requests from non-members will not take priority over the requests of members of the Club.
- A member or non-member wanting their vessel to be on the lift list must request the Yard Master or designate to be added to the lift list once the lift date has been announced but not less than 14 days prior to the lift date. The Yard Master at their discretion may reject applications for a lift made less than 14 days prior to the lift date.
- The total crane and associated costs for a lift-out or lift-in will normally be allocated to those persons partaking of the service on a postage-stamp basis, which is total cost divided by the number of lifts. The Yard Master at their discretion may allocate costs on any other basis to equitably share the costs.
- Members wanting additional lift services during a seasonal lift must have their lift request approved by the Yard Master and at the discretion of the Yard Master may be charged additional

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costs appropriate to the lift request. Examples of abnormal lift service will include but not be limited to the following

- Lifting out for maintenance and then lifting in
- Lifting out for out of water vessel surveys and then lifting in
- Lifting in or out and then installing or removing a sailboat mast and standing rigging
- Any other request that in the opinion of the Yard Master is not a normal service for the lift
- For each lift the owner of the vessel or their designate are responsible for the following:
  - To be in attendance for the lift
  - To ensure before the lift that sling placement locations are marked on their vessel and that the crane lift crew and/or lift volunteers managing slings are made aware of the sling placement locations
  - that bow and stern lines of at least 30 feet in length are in place and available to the crane lift crew and lift volunteers to guide and control the vessel during the lift
  - that the trailer, cradle, jack stands or blocks that will receive the vessel on a lift out are available, in working order and ready to be used
  - that for a lift out the vessel owner or designate know how to load the vessel onto the trailer, cradle, jack stands or blocks that will receive the vessel
- For a lift out when the vessel owner requesting the lift has never previously used the trailer, cradle, jack stands or blocks to receive the vessel being lifted, they must advise the Yard Master of this fact at the time of making the lift request.
- The crane operator and crane lift crew will be responsible for decisions on placement of lift straps relative to life lines and standing rigging and the use of spreader bars for lifts.

## Summerland Yacht Club Policy

### Moorage Policies - Revision Log

| Revision | Summary of Changes  | Date Approved by Executive Committee |
|----------|---|--------------------------------------|
| 1.0      | Initial policies approval.<br>Retires: <ul style="list-style-type: none"><li>• Moorage Move List And Assignment Policy 2014</li><li>• Moorage Waiting List And Assignment Policy 2014</li><li>• Vessel Size Restriction and Grandfather Policy 2012, 2015,2016,2017</li><li>• Patio Boat Restriction and Grandfather Policy June 8, 2016</li><li>• Patio Boat Restriction and Grandfather Policy March 7, 2016</li><li>• Patio Boat Restriction and Grandfather Policy Sept 22, 2014</li><li>• Subletting And Exchange of Slips Policy 2014</li><li>• Vacant Slip Policy 2014</li><li>• Visitor Policy 2013</li><li>• Visitor Policy 2012</li><li>• Joint Ownership Policy 2013</li><li>• Joint Ownership Policy 2011</li><li>• Moorage Contract Schedule 1</li></ul> | January 8, 2019                      |
|          |   |                                      |
|          |   |                                      |

# **Summerland Yacht Club Policy**

## **Schedule 1 - Moorage Rules**

1. All vessels moored in the moorage basin must conform to all Federal, Provincial, Regional, and Municipal government laws and regulations and are subject to these Moorage Rules.
2. 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 Executive Committee.
3. Any member with assigned moorage that plans to leave their 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 such moorage to others, including, but not limited to, members from visiting yacht clubs that have reciprocal moorage privileges.
4. In addition to the powers given to the Executive Committee, if at any time any fees payable to the Club by any member or former member are 1 (one) month or more in arrears and if a vessel and/or the property of a member or former member remains upon the Club's premises, the Executive Committee reserve the right to:
  - Move the vessel or property to any part of the Club's premises without being liable for any loss or damage to the vessel or property howsoever caused.
  - Give one month's notice in writing to the member or former member at his last known address in the Club's 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. The Club shall make all reasonable effort to contact the member or former member.
5. All vessels moored or stored at the Club, whether under cover, shall be at the owner(s) risk and the Club 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 Club, its servants, or agents or otherwise.
6. The vessel owner(s) shall be liable for any loss, damage or destruction to the Club's property, or any vessel moored in the Club's moorage facilities, caused 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.
7. Any damage caused by improperly or unsecured moored vessels to the Club's property or to the property under the care of the Club shall be repaired at the vessel's owner's expense.
8. The vessel owner(s) shall indemnify the Club for any loss, damage or third party claim resulting from the operation of the owner's vessel while it is in the Club's moorage facilities or while situated on Club property.
9. All power driven vessels must have engine muffling equipment in use at all times.

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10. Any vessel, which in the opinion of the Moorage Director, Executive Committee 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).
11. Should the Club be required to render salvage services to any vessel, the costs thereof shall be borne by the owner(s).
12. 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 Club property.
13. The fastening of any vessel to the breakwater (berm) is strictly prohibited.
14. 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. Unless otherwise prescribed the mooring of vessels to the Club's docks shall comply with the "Recommended Dock Line Practices" document available on the Club's website.
15. The vessel owner(s) agrees to allow the Club to affix a sticker to the vessel, indicating the assigned moorage slip.
16. Vessels moored within the Club's moorage facilities shall not be used as permanent living quarters. Members may stay on their vessels on a temporary basis such as for vacations.
17. Vessels moored at the Club's moorage facilities shall not be used for charter purposes.
18. 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.
19. While moored in the moorage basin, sailboats must have halyards secured to provide quiet enjoyment to users of the moorage basin. This includes when located in winter dryland storage.
20. Electrical outlets (power) are provided on a number of slips and charged to the moorage members at a nominal fee as determined from time to time by the Executive Committee. All electrical cords must be "Marine Grade Only" to comply with the Electrical Code. When the male connector end of the power cord is a type that is more than 20 amperes configuration then an adapter must be used to connect the cord to the dock 20 ampere outlet configuration. The Harbour Master reserves the right to disconnect, without any liability, any power cord using a connector rated greater than 20 amperes without the use of an adapter.
21. 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.

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22. Electrical outlets (power) will not be available to moorage members for dry land winter storage.
23. Fresh water is 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.
24. Reflective, flame, or free-standing oil heaters shall not be used in a vessel in the Club's moorage facilities 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.
25. The storage of flammable liquids, oily rags, etc., is prohibited on the Club's docks. Pouring or transferring of flammable liquids within the marina is strictly prohibited except in the designated "Gas Dock" area. Members not in compliance may have their moorage revoked.
26. It is prohibited to transfer engine fuel to a vessel's fuel tank while the vessel is within the Club's moorage facilities except when the vessel is at the headwall. A member found to be transferring fuel to a vessel's fuel tank when the vessel is within the Club's moorage facilities but not at the headwall may lose moorage.
27. 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.
28. 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 overboard or left on the docks or breakwater (berm).
29. Swimming within the Club's moorage facilities is strictly prohibited.
30. An adult shall accompany children under the age of 12 years when on the docks.
31. Safety gear and fire hoses provided on the docks shall be used only in an emergency.
32. Outboard motors on vessels moored within the marina shall be kept in the "vertical" position.
33. Trailers, blocking, jack stands or vessel cradles used to support a vessel during the winter storage period must be removed from the Club's premises within 10 days of lift-in.
34. Vessels, vessel trailers, or other items found on the Club's premises that are unauthorized may be removed at the owner's expense.
35. Vessels moored or stored within the Club's premises should be fully secured and locked. Outboard motors should be in the vertical position, dingy motors secured with locks and mast lines must be

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firmly secured, where applicable. In dry storage outboards should be removed.

36. The anchoring of any vessel within the marina is strictly prohibited unless required in an emergency to prevent damage to the vessel or other vessels and the Club's premises.
37. Slips not being used by moorage holders may be utilized by the Moorage Director or designate for guest vessels. The moorage holder shall be advised in advance whenever possible.
38. The Moorage member(s), within 10 (Ten) days, agree to advise the Club Manager of all changes of address, telephone numbers, email addresses and vessel descriptions.