

# Moorage Regulations 2017

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**Members are expected accept, support, and encourage adherence to the Club's Moorage Regulations because they benefit all Members. The Regulations foster safe and environmentally responsible boating, respect and care for the Club's property, for our Member family, and the community at large. Member support and cooperation is essential to the mutual enjoyment and safety of all.**

**Note: It is the Member's responsibility to refer to the on-line version of the Moorage Regulations for updates and/or changes. In the event of a discrepancy the online version supersedes all printed copies.**

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## A: Definitions

### In these Moorage Regulations:

“**Club**” means the Kelowna Yacht Club and where the context so requires, shall include the Board of Directors, Operations Manager, Moorage Committee, and/or other authorized representative(s) responsible for implementing and/or enforcing Club bylaws, rules, resolutions and the Moorage Regulations as amended or replaced from time to time.

“**Dead Slow**” the slowest speed at which a Vessel will respond to the rudder.

“**Designee**” means an employee named by the Primary Member of a Corporate Membership, who has signed a Moorage Agreement with the Club.

“**Marine Dealer**” means a Corporate Member who owns a marine dealership that is licensed to sell new and used boats.

“**Moorage**” means all of the privileges and responsibilities accompanying the assignment of a slip to a Member with mooring privileges in the moorage basin, including, without limitation, all terms and conditions of the Moorage Agreement and Moorage Regulations.

“**Moorage Agreement**” means the agreement between the Club and a Member of the Club who has been offered moorage.

“**Moorage Basin**” means that tract or parcel of foreshore and/or land covered by water owned by the Crown and the City of Kelowna, including but not limited to, all docks, slips, and structures built thereon and including the floating breakwater, all of which are leased/subleased by the Club from the City of Kelowna for the Club’s purposes.

“**Moorage Member**” means a Regular, Corporate or Life Member in good standing, who has been assigned moorage in the moorage basin and has agreed to all of the terms and conditions of the Moorage Agreement and Moorage Regulations by signing the Moorage Agreement.

“**Moorage Wait List**” means that chronological listing of Members who are seeking permanent moorage, sublet, or change of moorage to a different slip size.

“**Moorage Move List**” means the chronological list of Members with moorage seeking a different slip of the same size.

“**Moorage Year**” means November 1 to October 31. (Note: this change of the moorage year will take effect November 1, 2017 for the 2018 moorage year. The 2017 moorage year will be March 1 to October 31, 2017. Moorage fees for 2017 will be prorated for the 8 months).

**“Primary Member”** means the name of the Member who has been assigned the primary membership number associated with the Moorage Agreement with the Club.

**“Sanctions”** means any penalties, conditions or restrictions placed on a Mooring Member by the Board for violations of any of the Moorage Regulations.

**“Slip”** means that space in the moorage basin assigned for berthing a Vessel.

**“Vessel”** means any vessel which is owned and/or operated by any Club Member and falls under Transport Canada Small Vessel Regulations in force from time to time (See Transport Canada “Safe Boating Guide” and [www.boatingsafety.gc.ca](http://www.boatingsafety.gc.ca)).

**“Winter Moorage”** means the period between November 1 and March 31 annually. Mooring Members leaving their vessel in the moorage basin between these dates must have a Winter Moorage Agreement in place.

## **B: Regulations**

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### **1.0 *Moorage Basin, Club Premises and Liability***

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1.01 All moorage space in the moorage basin is subject to any lease/sublease agreement in place between the City of Kelowna and the Club. Members shall have no proprietary rights to any assigned slips.

1.02 Any loss or damage to a vessel (including its contents and any and all attachments), while moored at the Club, shall be borne solely by the owner of the Vessel.

1.03 Vessel owners shall be liable for any loss, damage, or destruction caused to Club premises by their Vessels, whether under the operation and/or care of the owners, or any other person with or without the owners' consent, both jointly and severally with such Vessel owners. Vessel owners are responsible for ensuring that their Vessels are properly and safely tied to their assigned slip, as further defined in the Regulations.

1.04 Vessel owners shall indemnify, save harmless and defend the Club from all claims, costs, demands, damages, liabilities, actions and causes of action of every kind whatsoever for all loss, injury or damage to persons or property, or theft of property, however caused, that such Vessel owners, their family, guests, and invitees may suffer.

1.05 Vessel owners acknowledge that assigned moorage in the moorage basin is accepted voluntarily and on behalf of himself/herself and his/her family members, guests and invitees, and further acknowledges that when present in the moorage basin, they are there solely at their own risk for which Vessel owners assume all responsibility and liability.

1.06 In the event that Club staff or designates are required to board or move a Vessel for any valid reason, the Club assumes no liability whatsoever for such action.

1.07 Owners of Vessels must provide annually to the Club office evidence of legal ownership of the Vessel. Owners of Vessels that must legally be licensed by Transport Canada shall provide an original copy of the licence. Owners of vessels not legally required to be licensed may provide a Bill of Sale. Every Member shall maintain valid liability insurance in his/her name at all times while moored in the moorage basin and shall provide evidence of such insurance to the Club office annually. If a Vessel has more than one owner, the insurance policy must be in the names of all owners.

Prior to the expiration date of any insurance policy covering a Vessel, the Vessel owner shall provide evidence of renewal of liability insurance, failing which, access to the moorage basin via gate key card/fob or any other means will be suspended. Failure at any time by the Vessel owners to have adequate and valid liability insurance covering the Vessel shall be grounds for immediate cancellation of moorage. Liability insurance shall be a minimum of two million dollars (\$2,000,000) on each Vessel moored in the moorage basin.

1.08 Corporate Members shall provide the Club with evidence of blanket valid liability insurance that covers any and all of its Vessels moored in the moorage basin at any time.

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## **2.0 Application for and Assignment of Moorage**

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2.01 Regular, Corporate and Life Members may apply to the Club for a single moorage slip.

A Mooring Member may use his/her slip for more than one Vessel; however, the Member must complete a separate Moorage Agreement for each and every Vessel that occupies his/her slip. When a Member alternates the Vessel in his/her slip, the Club reserves the right in its sole discretion to inspect and ensure that the appropriate-sized Vessel for the assigned slip occupies the slip the majority of the time. At no time may a Vessel exceed the maximum length allowed. Failure to comply with the intention of this regulation may result in sanctions of the Member by the Club.

Corporate Members may have different Vessels in their slip, subject to other provisions of the moorage regulations pertaining to Corporate Members.

2.02 A request for new moorage shall be made on the application form provided by the Club and shall be submitted to the Club office along with any required deposit.

2.03 The Club reserves the right in its unfettered discretion to refuse moorage on the basis of a visual inspection of the Vessel.

2.04 A request for change of moorage (“relocation”) shall be made on the form provided by the Club and shall be submitted to the Club office along with any required deposit and shall provide reasons for the relocation.

2.05 All applications for new moorage or requests for relocation must include all information required on the form.

2.06 Moorage will be assigned only to Regular, Life and Corporate members. Assigned Member moorage can only be held in the name of one Member (the Primary Member or the business name in the case of Corporate Members).

Other Members who own an interest (partnership) in the Primary Member's Vessel are subject to these Moorage Regulations and, further, should moorage by the Primary Member cease for any reason, then any remaining partner(s) must apply for new moorage and will be subject to all requirements of the Moorage Wait List and the Moorage Regulations.

2.07 The Club shall decline an application for moorage where a non-member has a proprietary interest in any Member's Vessel.

2.08 The Club reserves the right at its sole discretion 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, slip size, good boating practices, and best use of space.

2.09 Upon assignment of new moorage, each and every Member with an interest in the Vessel or in the instance of multiple owners of a Vessel, being assigned to the slip, must sign the Moorage Agreement and any other documents required by the Club and,

i) pay the required refundable bond,

ii) pay the annual moorage fees, and

iii) place a suitable Vessel in the assigned slip within the time period agreed upon and noted in the annual Moorage Agreement.

iv) shall be required to sign the Moorage Agreement annually upon renewal.

Reassignment of the moorage by the Member is not permitted. If a suitable Vessel has not been placed in the slip within the agreed upon time period, moorage shall be forfeited with no refund of fees.

2.10 A Member who is offered moorage and does not yet have a Vessel must pay for the designated length of the assigned slip until final details of the Member's Vessel are known, at which time moorage costs may be adjusted based on the actual measurement as confirmed by the Club. Any exception to this Regulation requires review by the Moorage Committee.

2.11 All requests for relocation of moorage to an equivalent sized slip will be listed chronologically on the Moorage Move List. All requests for new moorage or moorage of a different sized slip than currently assigned, will be listed chronologically on the Wait List. A deposit shall be paid upon application for relocation; the relocation deposit will be credited to the Member's account following acceptance of the assigned moorage. If a Member declines a moorage slip when offered, the Member will retain his/her spot on the waitlist and the slip will be offered to the next Member on the list, provided this provision is not abused, as determined by the Moorage Committee, in its sole discretion.

New Members requesting moorage at the time of membership application are not required to pay a deposit.

2.12 Any Member requesting a slip for a Vessel of a specific size on a specific dock or a specific location on a dock of like (same) sized slip (which does not compromise the Moorage Wait List) shall have his/her name moved up the list until the specific request is satisfied.

Where two consenting Members agree to trade or swap their same size existing slips, and both Vessels 'fit' the respective slips, the Members shall make their request in writing to the Club for approval. Slips designated for Corporate Members may not be swapped without the prior written approval of the Club.

2.13 Any Member who acquires a new or a different Vessel must notify the Club of the particulars of the Vessel. If the new Vessel is not suitable for its currently assigned slip, the Member must apply for change of moorage and his/her name will be placed on the Wait List in chronological order based on the date of application.

If the new Vessel is shorter than that allowed in the Member's current slip, and an appropriate slip is not available due to his/her position on the Wait List the Member shall be permitted to leave the new Vessel in the current slip until an appropriate move into a smaller slip can be made, or the until end of the current moorage year, whichever comes first. The Member's moorage fees shall remain unchanged until a transfer into a new slip is completed.

If the overall length or the beam of the new Vessel is greater than that allowed in the Member's current slip, and an appropriate slip is not available due to his/her position on the Moorage Wait List, the new Vessel may not occupy the Member's slip and the said Member's slip shall be forfeited.

2.14 The Club at its sole discretion may re-assign Vessels ("required moves") within the moorage basin to make best use of moorage. Such moves are not optional and Members whose vessels are moved, may apply for reassignment by application and their names will be placed on the Moorage Move List. Such applications do not require a relocation deposit. Required moves will take priority over all other requests on the Moorage Move List. While every attempt will be made to inform the Member or Member's designate of an intended move, when there are time constraints, the Vessel will be moved as the Club requires. Club staff and/or designate(s) will board the Vessel if required to accommodate the move, and the Club assumes no liability whatsoever for moving the Vessel.

2.15 A Member who leaves his/her assigned moorage 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 who have reciprocal moorage privileges. Should a Member leave vacant his/her assigned moorage for one full moorage year, the slip shall be returned automatically to the Club for permanent reassignment.

2.16 The following general rules are used to determine the Vessel length to be accommodated by a given slip size. Beam dimension may override length for slip placement. Slips identified as non-standard will have overall measurements specific to that slip, which will be identified at time of assignment. Standard slips will follow the following size restrictions:

| <u>Slip Size</u> | <u>Vessel lengths accommodated</u> |
|------------------|------------------------------------|
|------------------|------------------------------------|

|        |  |
|--------|--|
| 50 ft. | Over 43 feet, up to and including 53 feet overall; |
|--------|--|

|        |  |
|--------|--|
| 40 ft. | Over 38 feet, up to and including 43 feet overall; |
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- 35 ft. Over 33 feet, up to and including 38 feet overall;
- 30 ft. Over 28 feet, up to and including 33 feet overall;
- 25 ft. Over 23 feet, up to and including 28 feet overall;
- 20 ft. Less than and including 23 feet over all.

Beam dimension must be 24 inches less than assigned slip width.

Measurement of all Vessels shall include the entire Vessel length and all overhanging components, pulpits, bowsprits, anchors, swim grids, outboards and dinghies. Decorative and non-functioning attachments designed to increase the Vessel's overall length, but which serve no useful purpose whatsoever, will not be used in determining a Vessel's overall length. Furthermore, such attachments must be removed forthwith.

Overall length is based solely on the Club's measurement. The Club's interpretation of overhanging components shall prevail.

2.17 Any Member seeking moorage for a Vessel having an overall length beyond 53 feet must apply in writing to the Moorage Committee and obtain specific written approval from the Club's Moorage Committee.

2.18 Any Member who ceases to use his/her assigned moorage for any reason shall retain the privileges to such assigned moorage for the remainder of the moorage year. The Member's slip shall be subject to the conditions outlined in 2.15 above.

2.19 No Member shall be entitled to use more than one moorage slip of any kind except for rack storage, as available for non-motorized tender, kayak, sailing dinghy, or assigned personal water craft moorage, where available, along A or B docks.

2.20 A moorage decal, supplied by the Club indicating the current moorage year and assigned slip, must be affixed to the Member's Vessel in a location that is clearly and fully visible from the sub-dock, even when any Vessel covering is in place: on the starboard bow (for those vessels moored with the bow facing the sub-dock) or starboard stern (for those Vessels moored with the stern facing the sub-dock). A decal shall be supplied annually only after the Member has provided the club with a signed moorage agreement and copy of valid insurance coverage. Failure to display a valid decal as indicated above will result in Member gate key card/fob access to the moorage basin being suspended. An administration fee will be charged for each reinstatement of the Member's gate key card/fob access.

2.21 Any Member whose assigned slip does not have electrical power supplied, must have the consent of the Club to draw permanent power from the serviced side of the dock, and must pay for the use of such

power. Members consuming electrical power without the consent of the Club, and/or without paying for permanent power shall face Sanctions.

2.22 When moorage slips are required for special events, Members in those slips will be requested to move their vessels. Members who do not move their vessels within 72 hours of notification will be charged a service fee for each Vessel moved.

2.23 Pontoon boats with full height, permanent hard sides supporting a hard fixed roof, which may or may not be capable of supporting individuals, will be considered houseboats and will only have access to the designated houseboat slips available at the Kelowna Yacht Club. Beam dimension may override length for slip placement.

2.24 Corporate Members who are also Marine Dealers, and have Vessels moored in the assigned slip, shall be exempt from the general rules outlined in 2.16, and the maximum length of a Vessel allowed in the slip will be established at the discretion of the Operations Manager.

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### **3.0 Sublets and Temporary Moorage**

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3.01 A Moorage Member whose moorage is paid in full may apply to the Club by no later than December 31 in the moorage year to have the Member's slip re-assigned for a maximum of one single moorage year. The Member must occupy the slip within the subsequent moorage year, failing which the slip is automatically returned to the Club for permanent reassignment. Both the Member and the assignee of the moorage slip must sign all documents pertaining to the assignment that the Club requires.

3.02 A Member must not permit another Member to use his/her assigned moorage without prior written approval by the Club. Any unauthorized Vessel occupying such assigned moorage shall be removed at the Member's expense. Club staff and/or designate(s) will board the Vessel if required to accommodate the move.

3.03 Regular Members of other yacht clubs with reciprocal privileges may request temporary moorage at the Club, the approval and assignment of which, shall be by authorized by representatives of the Club. The visiting reciprocal member whose vessel is assigned temporary moorage must provide the Club with proof that

- i) said visiting member is in good standing,
- ii) evidence of valid insurance
- iii) pay the required gate key card deposit and
- iv) display a visitor sticker on the vessel for the duration of their stay.

All requests for reciprocal moorage must be made using the form provided on the Club website. A daily fee will applied for any stay greater than 3 days. Such prolonged stays require specific pre-approval by the Club. All reciprocal visitor moorage will be on a first come, first served basis.

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#### **4.0 Tenders & Dinghies**

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4.01 A tender, dinghy or personal watercraft may be secured alongside the parent Vessel provided it does not inconvenience another Member or subject an adjacent Vessel to risk or damage. Such vessels must not be stored on the dock and must be included and described in the Moorage Agreement, and shall not add to the overall length of the parent Vessel's requirement. Dinghies must be kept free of standing water. Failure to do so may result in sanctions. A dinghy may only remain in the moorage basin during the winter season if the Member has executed a Winter Moorage Agreement for his/her Vessel.

4.02 All personal water craft owned or used by Members in the moorage basin must be registered with the Club office. Evidence of current insurance for must be on file with the Club. Personal watercraft must not be operated by anyone other than Members who hold current and applicable watercraft licenses while in the moorage basin.

4.03 Members who own personal watercraft and are seeking permanent watercraft moorage may place their names on the Personal Watercraft Moorage (PWC) Wait List for such moorage.

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#### **5.0 Change in Ownership**

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5.01 A Member offering his/her Vessel for sale, or his/her agent, may display a discreet "for sale" sign on or within the Vessel. The Member whose boat is for sale must accompany any prospective purchaser who is not a Club member in the moorage basin. Members who cannot accompany a non-member to view a boat for sale must make reasonable prior arrangement with the Club for access to the moorage basin.

5.02 Where a Member sells his/her Vessel to another Club member, the purchasing Member must either be on or place his/her name on the Moorage Wait List to obtain permanent moorage for the Vessel. Should the selling Member no longer require moorage for a replacement Vessel and should the purchasing Member be in a seniority position on the Wait List or Move List, the Club may approve permanent reassignment of the Member's slip to the purchasing Member. If however, the purchasing Member is not in a seniority position on the appropriate List, the Club may approve reassignment of the moorage Member's slip to the purchasing Member for the remainder of the moorage term only, subject to all Moorage Regulations and completion and execution of all documents required by the Club.

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## **6.0 General**

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6.01 Moorage fees shall be based on the length of the assigned slip or the overall length of the vessel, whichever is greater. Moorage fees for Corporate Members who are Marine Dealers shall be based on the length of the assigned slip.

6.02 All moorage fees shall be payable annually or by monthly pre-authorized debit and shall be limited to the twelve (12) month period November 1 to October 31.

6.03 Members must conduct themselves in keeping with Club Regulations, and in a manner that is not detrimental to the safety or quiet enjoyment of others. Members are responsible for the conduct of their families, guests and invitees in accordance with Club Regulations. The Club, at its sole discretion, may invoke Sanctions for inappropriate behavior.

6.04 While moored in the moorage basin, sailboat halyards must be secured to prevent undue noise that impairs quiet enjoyment to users of the moorage basin.

6.05 Anchoring of any Vessel within the moorage basin or fastening of any Vessel to the breakwater is strictly prohibited.

6.06 Water supplied on the docks is not potable. The Club assumes no liability for the quality of the water supplied to the docks.

6.07 While on the docks, dogs must be kept on a leash in the hands of a competent person at all times; all excrement must be immediately cleaned up, bagged and placed in the garbage bin.

6.08 Gates or doors to the Club premises shall not be left open unless approved by the Club. It is the responsibility of the Member to ensure the gate or door closes immediately following entry or exit, and that no unauthorized individuals enter or exit the basin.

6.09 All wheeled transportation, such as gas or battery powered scooters, rollerblades, skateboards and bicycles shall not be ridden on the docks, with the sole exception of mobility aids as required by a person with a mobility impairment.

6.10 Vessels moored at the Club shall not be used for permanent living quarters.

6.11 The use of through-hull toilets is strictly prohibited, and all vessels that do not have a holding toilet tank and have through hull fittings, will be required to seal such fittings while moored in the moorage basin. The pumping or pouring of petroleum products or sewage is strictly prohibited. No litter shall be thrown overboard, left on the docks or left within the moorage basin. The discharge of waste from portable toilets within the moorage basin or in the Clubhouse is strictly prohibited.

6.12 All power driven vessels must have engine noise muffling equipment in use at all times while in the moorage basin.

6.13 All vessels moored in the moorage basin must conform to all Federal, Provincial and Municipal governmental laws and regulations and are subject to the Club's Moorage Regulations, and any and all other rules and requirements issued by the Club. The Club may require the owner of any Vessel moored in the moorage basin to permit an inspection of the Vessel in order to ensure compliance with the Club's rules and regulations.

6.14 Prior approval of the Club must be obtained before any materials, including, but not limited to cleats, may be attached to the dock or inside of a finger. The mounting and use of dock whips is specifically prohibited.

6.15 Dock boxes, which must be completely white, will be mounted on the bull rail flush with the exterior edge of the dock or may be mounted on the dock flush with the bull rail if special permission is granted by the Club. Dock boxes must be kept in a good and safe state of repair. New wooden dock boxes are not permitted; however, those on the docks prior to August 1, 2009 will continue to be allowed providing they are kept in good repair. Wooden dock boxes must be repainted when necessary to retain their appearance. Wooden dock boxes not kept in good condition will be removed at the Member's expense. If the dock box and contents are not claimed by the Member within 30 days thereafter, the Club may dispose of the box and contents with no liability to the Club whatsoever.

6.16 Only one dock box per slip is permitted unless special permission in writing is granted by the Club. Dock boxes are not permitted on B Dock. Dock boxes shall not exceed the following dimensions: 60" long, 25" high and 24" wide.

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## **7.0 Standards and Safety**

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7.01 The Club reserves the right to set acceptable standards for all Vessels moored within the moorage basin. Such standards will be determined and enforced by the Club.

7.02 Any Member whose Vessel does not meet such standards shall be notified in writing and given a maximum of 30 days to conform to the stated standards, or to remove such Vessel from the moorage basin.

7.03 Any Vessel which is in danger of sinking, or is an immediate hazard to other Vessels, Club premises or the environment, must be removed from the moorage basin forthwith by the Member (or designate). Any and all related expenses, losses and/or damages shall be charged directly to the account of the Member in whose slip the Vessel is located, including, but not limited to those costs related to the Club's removal of the Vessel to storage and storage costs. In the event the Member does not respond, or cannot be directly contacted, Club staff and/or designate(s) will board the Vessel if required to take appropriate actions.

7.04 Vessels moored in the moorage basin must be capable of moving in and out of the basin under their own power. The Club may require, from time to time, that the owner of a moored Vessel demonstrate the Vessel is able to do so. Any Member whose Vessel does not meet such standard shall have a maximum of 30 days to conform to the stated standard after being notified in writing, or shall remove such Vessel from the moorage basin.

7.05 Vessels moored in the moorage basin must be equipped in accordance with the Transport Canada Small Vessel Regulations. The Club may require the owner of any vessel moored in the moorage basin to permit an inspection of the vessel in order to ensure compliance.

7.06 All persons who operate a pleasure craft of any size fitted with a motor in the moorage basin must carry proof of having:

- a) Successfully completed a boating safety course in Canada prior to April 1, 1999 or
- b) A valid Pleasure Craft Operators Card. The Club will require the owner of any vessel moored in the moorage basin to provide such proof in order to ensure compliance.

7.07 Every Vessel underway within the moorage basin shall proceed under power and dead slow, in a cautious seamanlike manner, so as not to cause swell and not cause damage to other craft or to Club premises. Outbound vessels shall have the right of way over all other craft at entrances through the breakwater. Human-powered vessels may only be operated within the basin to exit and enter marina. Members using these craft do so at their own risk and must exercise extreme caution.

7.09 All electrical power outlets used in the hook-up to shore power shall meet the requirements of the Canadian Electrical Code. Only waterproof power cords designated for marine use with sealed connectors are permitted. Cords must be good repair as determined by the Club. All cords must be secured in a manner so as not to hang into the water at any point. Any exceptions will result in power cords being removed from the dock without notification to the Members and without liability to the Club.

Those Members whose vessels do not meet Code requirements will be denied power. On serviced slips, 20, 30 or 50 amp outlets on power pedestals are provided to supply power to a Vessel. The 15 amp utility outlets may only be used occasionally for such items as vacuums, buffers, etc. No continuously operated electrical appliances of any kind are permitted on the dock or within a dock box. The use of clips is required to secure power cords and prevent tripping hazards on the docks. Please refer to Club website for correct electrical hook up details and instructions.

The Club does not guarantee permanent or continuous power and shall not be held liable for damage to vessels caused by general power outages or over-loading of the system causing breakers to switch off.

7.10 The storage of flammable liquids, oily rags, etc. is prohibited on the docks, in Vessels, and in dock boxes in the moorage basin.

7.11 The pouring or transferring of flammable liquids or Vessel re-fuelling of any kind within the moorage basin is strictly prohibited and will result in immediate loss of moorage. Reflective, flame or oil burning type heaters, shall not be used within the moorage basin unless the owner is in attendance at all times.

7.12 Use of Member BBQs are not permitted on any dock.

7.13 The only style of BBQ that is permitted in the moorage basin is a marine-style apparatus that is affixed to the vessel.

7.14 The use of unprotected light bulbs is prohibited.

7.15 Children under the age of 12 must be accompanied by an adult at all times while in the moorage basin and must wear properly fitted lifejackets and footwear.

7.16 Entering the water within the moorage basin is strictly prohibited, unless specifically approved by the Club on a case by case basis.

7.17 Safety gear provided on the docks shall be used only for emergency purposes except for children's personal flotation devices which are available on a loan basis.

7.18 Members must store spinnaker and/or whisker poles on their sailboats at all times, not on the dock. Similarly, any boat equipment, cleaning materials and/or cleaning equipment, etc. must be stored either on the Moorage Member's Vessel or in dock box, not on the dock. Where items are longer than the dock box and require temporary storage on the dock, such items shall be stored neatly under the dock box or against the bull rail well out of the traffic area of the dock.

All Members must ensure their moorage and electrical lines are stored neatly along the bull rail before exiting their slip.

7.19 By no later than October 31 each year, all items, including all unused mooring and electrical lines shall be removed from the dock for the winter season.

7.20 Representatives of the Club shall periodically inspect Vessels and slips to ensure compliance with the Moorage Regulations. Where an issue or concern is noted, the Club office shall contact the Member to advise that his/her Vessel or slip is in need of attention. If the Member does not respond or the matter is not addressed as directed, the Member's access to the basin via gate key card/fob will be suspended, and/or the Club may, at its election, remedy such non-compliance at the Member's expense.

7.21 There may be occasions where a Member's Vessel may need to be boarded by the Club staff (i.e., to ensure proper tie downs and electrical connections are observed, or to implement a forced move in a timely manner, etc.). Club staff and/or designate(s) will board the Vessel if required to perform the required actions and the Club assumes no liability whatsoever when such actions are necessitated.

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## **8.0 Commercial Activities**

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8.01 The moorage basin shall not be used by vessels for hire for embarking or disembarking their patrons or for the loading or unloading of gear or provisions without prior written approval from the Operations Manager.

8.02 Corporate Members who are Marine Dealers, shall not conduct commercial boat sale activities within the moorage basin other than acting as agents for Members selling their vessels, with the exception of the time period specified for the annual Boat Show.

8.03 No advertising shall be visible on any Vessel while moored in the moorage basin with the following exceptions:

- a) A discreet "for sale" sign on or within the Vessel by a Member (or the Member's agent) offering his/her Vessel for sale.
- b) The time period set for the Annual Boat Show.
- c) A discreet sign on the bull rail at the Corporate Member's slip, displaying the name and/or logo of the business, subject to approval of the Club.

Political advertising signs are specifically prohibited.

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## **9.0 Winter Moorage**

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9.01 Any Member intending to leave his/her Vessel in the moorage basin between October 31 and March 1, must complete the required Winter Moorage Form prior to October 31. Where a moorage slip has been vacated for the winter season by a moorage Member, the Club may temporarily reassign such slip.

9.02 A Member who leaves a Vessel in the moorage basin over the winter and who is out-of-town for more than 7 days, must appoint an individual who has access to the moorage basin to act as custodian of the Member's Vessel. The Club must be provided with the custodian's detailed information on the Winter Moorage Agreement. If the individual accessing the basin is not a Member, the Member must submit a written request to the Club for pre-approval of the individual to access the basin.

In the event of an emergency or required assistance, the Member will be required to reimburse the Club for any related expenses, plus administration fees, in the course of attending to the Member's Vessel.

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## **10.0 Access to Moorage**

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10.01 Any maintenance personnel who are not members of the Club, and who intend to work in the moorage basin must obtain prior written approval of the Club. Maintenance personnel arriving to the basin without approval or the presence of a Club Member shall be denied access. Corporate Members, who are Marine Dealers, may authorize maintenance personnel from their business to service a Vessel in their slip. The Primary Member must provide to the office in advance a list of authorized maintenance personnel, must up-date said list if changed, and must obtain access through the Club.

10.02 The Member must not lend or provide a non-member with a gate key card to access the moorage basin unless both the Member and non-member are on Club premises. Any other provision of access to a non-member will result in sanctions.

10.03 Members may, on occasion, at the discretion of the Club allow adult immediate family temporary access to the moorage Member's Vessel without the Member in attendance. If the Club approves such access in writing, the approved individual will be issued a key card in his/her name for the temporary period. Members shall ensure that the non-members are familiar with the Club Rules and Regulations and shall be fully responsible for the actions of the non-member.

10.04 The Club will not provide access to the moorage basin until such time as the Member has executed the annual Moorage Agreement. Similarly, all moorage fees paid at the beginning of each boating season shall be accompanied by a Moorage Agreement with the Member's signature, indicating that the Member commits to abide fully by the Moorage Regulations.

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## **11.0 Mooring Standards**

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11.01 The Club requires that all Vessels moored in the basin are tied up with the correct size of mooring line. The size of line required for the size of a Vessel is as follows:

Boats up to 20 feet     3/8 inch diameter line

Boats 20 to 35 feet     1/2 inch diameter line

Boats 35 to 45 feet     5/8 inch diameter line

11.02 Mooring lines must be single braided or double braided nylon lines specifically intended for mooring. All other types of rope including polypropylene (yellow rope), sail halyards, anchor line, tow ropes or any other rope not designed for mooring are not permitted to be used to tie up a Vessel.

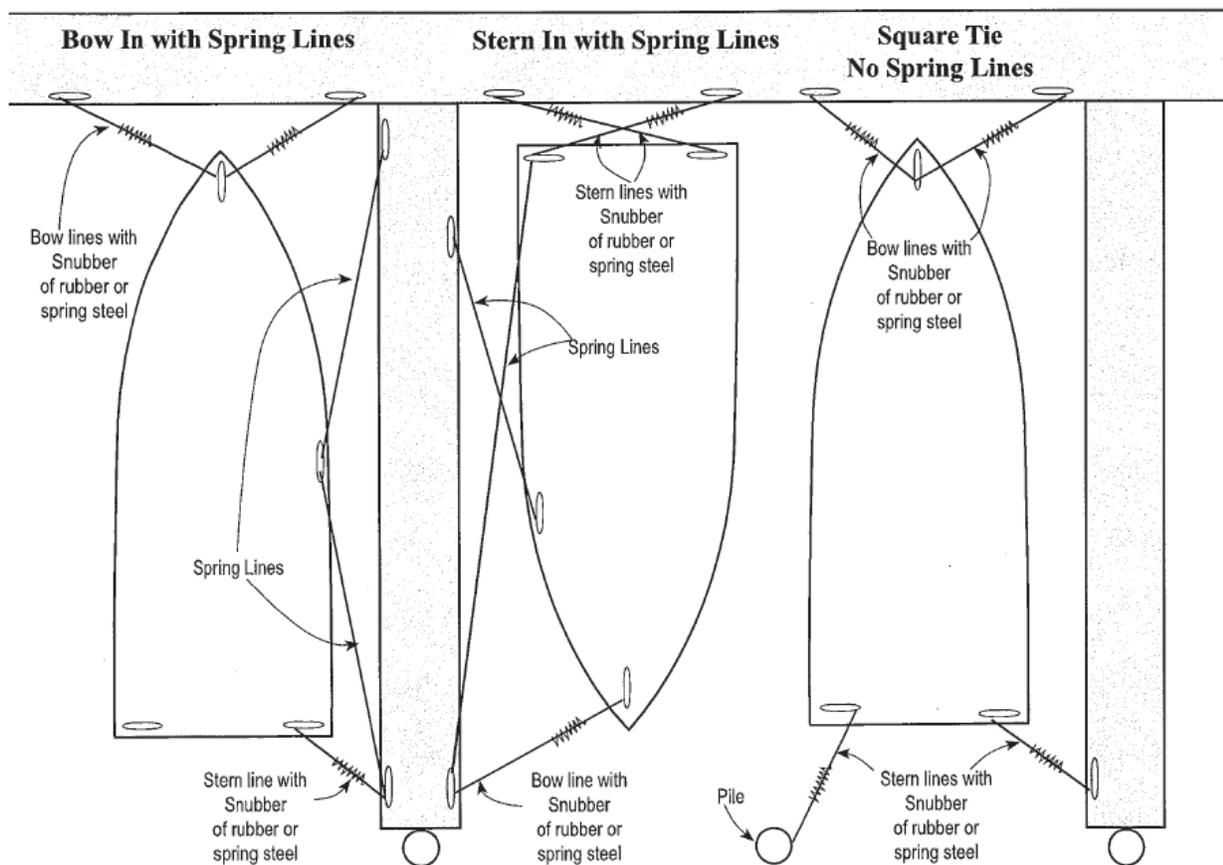
11.03 All Vessels moored in the basin must be secured to the dock with five lines. These include one or two bow or stern lines, depending whether the boat is moored bow or stern in, and two spring lines, one fore and one aft. All bow and stern lines must have rubber style snubbers installed on three lines. Metal

springs are not to be used in place of rubber snubbers. Lines must be properly attached to the cleat (see diagram) with excess line coiled neatly on the dock or finger not wrapped excessively around the cleat.

11.04 Vessels must be tied up in such a way so as they do not contact the dock or protruded too far into the channel and fenders or dock bumpers must be used to prevent the boat from directly contacting the finger.

11.05 Each Member shall be responsible for the safe mooring of his/her Vessel. Overhanging of the dock by the Vessel's bow, bowsprit, anchor, swim grid or stern shall be prohibited under all circumstances. If insufficient or damaged lines are being used, the Member shall be informed and the Member must install acceptable lines. Otherwise, the Club will re-tie the Vessel with appropriate lines, and charge the costs of same to the Member's account.

### Moorage Tie-Up Diagram



Note: Spring lines can be either configuration whether bow or stern in depending on the placement of cleats on the boat.

Updated versions of the Moorage Regulations can be found at:  
*[www.kelownayachtclub.com](http://www.kelownayachtclub.com)*

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