

CODE OF CONDUCT & REGULATIONS OF KELOWNA YACHT CLUB

Section 1: CODE OF CONDUCT

Objective and Purpose

The Code of Conduct has been developed to ensure a safe, friendly, and respectful place for Members (collectively in this Code of Conduct, “Members”) of the Kelowna Yacht Club (“Club”), their guests, and the Club’s staff to gather in the spirit of cooperation, relaxation, goodwill, fun, and friendly competition.

The objective of this Code of Conduct is to ensure that all Members of the Club, their guests, and our staff are treated with dignity and respect while enjoying the Club facilities, and to promote an environment that is free from discrimination, harassment, abuse, and violence for Members, their guests, and staff of the Club.

The purpose of this Code of Conduct is to establish clear and acceptable behaviour expectations for the Members, guests, and staff. These expectations are set out in the Club’s Bylaws, Regulations, and, Club Policies, including this Code of Conduct.

Member Responsibilities

By accepting or continuing membership in the Club, every Member is deemed and in exercising their privileges, agree that the, conduct, and responsibility for compliance by them and their guests are in accordance with the Club’s Bylaws, Regulations, Club Policies, and this Code of Conduct.

Member Conduct

All Members and their guests shall:

- courteously conduct themselves while on Club premises and in a sportsmanlike manner during any Club competitions;
- respect the rights of other Members, their guests, and Club staff;
- respect the Club’s facilities and equipment and be responsible for any damages incurred;
- abide by all local, provincial, and national laws and regulations that apply to Club operations;

- be an ambassador for the Club in the community and when a guest at other Clubs;
- wear appropriate clothing in the clubhouse including shoes and bathing suit cover-ups.

Members must conduct themselves in a courteous manner when social media discussions involve the Kelowna Yacht Club, showing respect for our Club, Members, guests, employees and community. Content that dishonestly represents itself as the official position of the Kelowna Yacht Club or uses any aspects of the Club’s visual identity or branding without authorization, or content that is disrespectful, dishonest, offensive, harassing or damaging to the interests, image and reputation of the Kelowna Yacht Club, its employees or its Members may, upon review by the Executive Committee, be considered conduct unbecoming a Member.

Any violation of the Club Bylaws, Regulations, Code of Conduct, or Policies will be reviewed by the Board of Directors and appropriate disciplinary action may occur in accordance with the Disciplinary Investigations and Proceedings policy.

Interaction with Club Management and Staff

Members must understand that:

- they have no authority to instruct Club staff on their duties or job performance;
- Club Management is solely responsible for instructing staff in the performance of their duties;
- Members shall not discipline or disrespect staff;
- Complaints and suggestions are to be made in writing to the Executive Director and/or the Board of Directors.

Section 2: REGULATIONS OF THE KELOWNA YACHT CLUB

Note: It is the Member’s responsibility to refer to the online version of the Regulations, the official version of these Regulations from time to time. In the event of a discrepancy, the online version supersedes all printed copies.

CLUB REGULATIONS

Capitalized terms not defined below are defined in Club Bylaws.

A. Definitions

“**Club**” means the Kelowna Yacht Club and where the context so requires, shall include the Board of Directors, Executive Director, and/or other authorized representative(s) of the Club

responsible for implementing and/or enforcing Club Bylaws, Regulations, Code of Conduct, Policies, and Agreements.

B. Regulations

1.0 Guests

1.01 Members shall have the privilege of bringing guests into the Clubhouse provided those guests are not suspended or expelled Members of the Club.

2.0 Access

2.01 Each Member is issued one key card which provides access to the Clubhouse and/or basin, depending on the category of membership. Each key card is for individual use only and is not to be loaned to any other Member or non-Member.

3.0 House Accounts

3.01 Unless on a contracted monthly payment schedule, Annual Member Dues and any other fees, assessments, or debts not paid by December 31 will result in termination of membership and cancellation of moorage.

3.02 House Accounts not paid within thirty (30) days of the statement date will be charged interest on the balance. Accounts not paid within sixty (60) days of the statement date will result in loss of credit and issuance of a demand payment letter. Members who are sixty (60) days in arrears twice in a twelve (12) month period will lose credit privileges. Resumption of credit privileges will be at the discretion of the Board.

3.03 House Accounts transactions except for Annual Member Dues and Fees, that are not paid within 120 days of the statement date will result in termination of membership and cancellation of moorage.

4.0 Standards and Safety

4.01 The Kelowna Yacht Club does not accept any responsibility for loss of or damage to the property of Members, their families, or guests.

4.02 Outside food and/or beverages for consumption may not be brought into the Member Lounge or rental spaces unless authorized by the Executive Director.

4.03 Club property is not to be removed from the premises except under the authorization of the Executive Director.

5.0 Communication and Compliance

5.01 Executive Director approval is required before posting notices.

5.02 In accordance with Club Bylaws, all General Meetings & Board of Director Meetings will be governed by Parliamentary Procedure at a Glance, New Edition by O. Garfield Jones as the Rules of Order.

MOORAGE REGULATIONS

Members are expected to 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 families, and the community at large. Member support and cooperation are essential to the mutual enjoyment and safety of all.

Capitalized terms not defined above or below are defined in Club Bylaws.

C. Definitions

“Contravention Fee” means a fee imposed by the Club on a Member for rectification of a contravention by the Member of the Moorage Agreement, Moorage Regulations, or Club Policies and for which the Club has incurred an expense. This Fee may be added to the Member's House Account.

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

“Human-powered Vessel” includes paddleboards, kayaks, dinghies, rowing boats, or similar Vessels.

“Moorage” means the ability to moor your Vessel in a designated Slip in compliance with Club Regulations, Moorage Agreement, and Policies.

“Moorage Agreement” means the Agreement with the Club signed by a Member to become a Moorage Member. The most current agreement can be found on the Club's website.

“Moorage Basin” means that tract or parcel of foreshore and/or land covered by water owned by the Crown, the City of Kelowna, the provincial or federal government which are leased by the Club for its purposes, including but not limited to, all docks, Slips, and structures built thereon and including the floating breakwater.

“Moorage Member” means an eligible class of Member, who has been assigned Moorage in the Moorage Basin and has agreed to the terms and conditions of the Moorage Agreement, Moorage Policies, and Moorage Regulations

“Moorage Wait List” means that chronological listing maintained by the Club, of eligible Members who are seeking permanent Moorage, sublet, or change of Moorage to a different Slip size.

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

“Slip” means that space in the Moorage Basin assigned for berthing a Vessel.

“Vessel” means any pleasure craft including personal motorized watercraft which are owned and/or operated by any Member and regulated under Transport Canada Small Vessel Regulations in force from time to time, except Human-powered Vessels which are addressed separately in these Regulations and Club Policies.

“Winter Moorage” starts November 1 and requires an application in accordance with Club Policies.

D. Regulations

6.0 Moorage Basin, Club Premises and Liability

6.01 All Moorage space in the Moorage Basin is subject to any lease or sublease agreement in place between the City of Kelowna or any party and the Club. No Member shall have any proprietary rights to their assigned Slip.

6.02 Moorage Members shall be liable for any loss, damage, or destruction caused to Club premises by their Vessel, whether under the operation and/or care of the owners, or any other person with or without the owners’ consent. Moorage Members are responsible for ensuring that their Vessels are properly and safely tied to their assigned Slip, as further defined in these Regulations. Any failure to do so that causes any damage to Club property or other costs to the Club may result in the imposition of a Contravention Fee.

6.03 Moorage Members 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, including any loss or damage to a Vessel (including its content and any and all attachments) however caused, by such Moorage Members, their family, guests, and invitees may suffer.

6.04 All Moorage Members may attend and use the Moorage Basin solely at their own risk for which Moorage Members assume all responsibility and liability.

6.05 If 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.

6.06 Moorage Members must provide satisfactory to the Club a copy of any license required.

6.07 Every Moorage Member shall maintain valid liability insurance in their name at all times while moored in the Moorage Basin and shall provide evidence of such insurance to the Club before Moorage assignment or the expiration date of the existing policy. If a Vessel has more than one owner, the insurance policy must be in the names of all owners. Liability insurance shall be a minimum of two million dollars (\$2,000,000) on each Vessel moored in the Moorage Basin.

If a Moorage Member fails to maintain insurance as required, the Club reserves the right to suspend access to the Moorage Basin via gate key card/fob or any other means upon written notice. In the case of repeated infractions of this Regulation, the Club reserves the right to cancel Moorage upon written notice to the offending Moorage Member.

6.08 Corporate Members shall also provide the Club with evidence of valid liability insurance that covers any and all of its Vessels moored in the Moorage Basin at any time.

7.0 Assignment of Moorage

7.01 Corporate Moorage Members may have different Vessels in their Slip subject to the provisions of these Regulations and Club Policies.

7.02 Moorage can only be held in the name of a Primary Member that is eligible to hold Moorage as defined by Club Bylaws. For Corporate Memberships, Moorage is held only in the business name.

7.03 Other eligible Members who own an interest (partnership) in any Vessel in the Moorage Basin are subject to these Moorage Regulations, Moorage Policies, and all the Moorage Agreement. Should Moorage by the Moorage Member on record at the Club cease for any reason, then any remaining partner(s), excluding the spouse of the Moorage Member, must apply for new Moorage and will be subject to all requirements of the Moorage Wait List, Club Policies and these Regulations.

7.04 The Club reserves the right in its sole discretion to assign or reassign Moorage of any Vessel in the Moorage Basin for any reason acting reasonably, including but not limited to, factors such as; safety, navigational constraints, Slip size, good boating practices, and best use of space.

7.05 Reassignment of the Slip by a Moorage Member to another Moorage Member is not permitted.

7.06 Placement of a Vessel in the Moorage Basin shall be in accordance with Club Policies.

7.07 Any Moorage Member requesting a move for their Vessel to the same size Slip may have their name placed on the Moorage Move List until the specific request is satisfied. Any Moorage Member requesting a move for their Vessel to a different size Slip may have their name placed on the Moorage Wait List in accordance with Club Policies.

7.08 A Moorage decal, supplied by the Club indicating the current fiscal year and assigned Slip, must be affixed to the Moorage Member's Vessel in accordance with Club Policies.

8.0 Sublets and Temporary Moorage

8.01 A Moorage Member whose annual Moorage fees are paid in full and whose Membership is in good standing may apply to the Club to sublet their Slip in accordance with Club Policies.

9.0 Human-Powered Vessels

9.01 Human-powered Vessels must be used in accordance with Transport Canada Small Vessel Regulations, other applicable legislation, and the Human-Powered Vessel Club Policies and Agreements.

9.02 Human-Powered Vessels shall not be operated in the Moorage Basin except as designated on the attached Map "A".

9.03 Operation of all Human-Powered Vessels must comply with applicable legislation.

10.0 Change in Ownership

10.01 Where a Moorage Member sells their Vessel to another Member, the purchasing Member must either be on or place their 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.

11.0 Fees

11.01 Moorage fees and any other fees, assessments, or debts, shall be due and payable by way of an annual payment or by contracted monthly payments administered in accordance with Club Policies.

11.02 All Moorage fees shall be due November 30 each year in accordance with Club Policies.

12.0 Environmental

12.01 Moorage Members are required to adhere to the Club's Environmental Policy (POL_006) while in the Moorage Basin and on Club premises.

12.02 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, are required to have such fittings sealed while moored in the Moorage Basin. The pumping or pouring of petroleum products, sewage, or the discharge of waste from portable toilets within the Moorage Basin or in the Club is strictly prohibited.

12.03 No litter shall be thrown overboard, left on the docks, or left within the Moorage Basin.

12.04 All power-driven Vessels must have engine noise muffling equipment in use at all times while in the Moorage Basin.

13.0 Dock Modifications

13.01 Prior approval from the Club must be obtained before any materials may be attached to the dock or inside of a finger, including, but not limited to dock boxes and cleats.

13.02 Effective August 1, 2009, installation of wooden dock boxes is not permitted. Installation of dock boxes is limited to one per Slip unless written approval is provided by the Club. Dock boxes shall not exceed the following dimensions: 60" long, 25" high, and 24" wide. Dock boxes are not permitted on B Dock.

14.0 Standards and Safety

14.01 All Vessels moored and all contents in any dock box in the Moorage Basin must conform to all applicable laws and regulations and are subject to these Moorage Regulations, Moorage Agreements, and Club Policies. The Club may, with reasonable notice require the owner of any Vessel moored in the Moorage Basin to permit an inspection of the Vessel or dock box to ensure compliance.

Any cost incurred by the Club to ensure compliance with this regulation may result in the imposition of a Contravention Fee on the Member.

14.02 Vessels moored in the Moorage Basin must be equipped in accordance with the Transport Canada Small Vessel Regulations and must be capable of moving in and out of the Moorage Basin under their power. The Club may require the owner of any Vessel moored in the Moorage Basin to permit an inspection of the Vessel to ensure compliance.

Any cost incurred by the Club to ensure compliance with this regulation may result in the imposition of a Contravention Fee on the Member.

14.03 All electrical power cords 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 in 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 Moorage Member and without liability to the Club.

Any cost incurred by the Club to ensure compliance with this regulation may result in the imposition of a Contravention Fee on the Member.

14.04 The storage of flammable liquids, oily rags, etc. is prohibited on the docks or in dock boxes in the Moorage Basin.

14.05 The pouring or transferring of flammable liquids in open containers or Vessel fueling 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 Moorage Member is in attendance.

14.06 Use of a BBQ is not permitted on any dock without written permission from the Club.

14.07 The only style of BBQ that is permitted in the Moorage Basin is a marine-style apparatus that is affixed to the Vessel.

14.08 The use of unprotected light bulbs is prohibited.

14.09 Children under the age of 12 must always be accompanied by an adult while in the Moorage Basin and must wear properly fitted lifejackets.

14.10 Entering the water within the Moorage Basin is strictly prohibited unless specifically approved by Club staff on a case by case basis.

15.0 Commercial Activities

15.01 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 Executive Director or designate.

15.02 Corporate Marine Dealers shall not conduct commercial boat sale activities within the Moorage Basin other than acting as agents for Members selling their Vessels, except as specifically designated by Club staff.

15.03 No advertising shall be visible on any Vessel while moored in the Moorage Basin in accordance with Club Policies.

16.0 Winter Moorage

16.01 Moorage Members leaving their Vessel in the Moorage Basin for Winter Moorage must have a Winter Moorage Agreement in place before October 31 of each calendar year. Where a Slip has been vacated for the winter season by a Moorage Member, the Club may temporarily reassign such Slip.

17.0 Access to Moorage

17.01 Any maintenance personnel who are not Members, and who intend to work in the Moorage Basin must obtain prior written approval of the Club. Maintenance personnel arriving at the Moorage Basin without approval or the presence of the Moorage Member shall be denied access.

Corporate Marine Dealers may authorize maintenance personnel from their business to service their own Vessel in their Slip as per policy.

18.0 Mooring Standards

18.01 All Vessels moored in the basin must be safely secured in their Slip in accordance with Club Policies. If insufficient or damaged lines are being used, the Moorage Member shall be informed, and the Moorage Member must immediately install new and acceptable lines. The Club reserves the right to re-tie the Vessel with appropriate lines and impose a Contravention Fee commensurate with reasonable costs incurred by the Club in doing so.

