



Moorage Agreement

MEMBER #

SLIP #

This Moorage Agreement (“Agreement”) is made this _____ day of _____, 20____ between the Kelowna Yacht Club (“KYC”) and an eligible KYC Member having been offered and accepted moorage.

MEMBER INFORMATION

First Name

Last Name

Email

Cell Phone

VESSEL INFORMATION

TYPE: Power Sail Pontoon Houseboat Other: _____ (specify)

Hull Manufacturer

Registration/License #

Name of Vessel

Vessel Colour(s)

Engine MFG

Engine HP

Beam

Length Overall (tip to tip)

Year of Vessel

MOORAGE RATES

Fees and services are subject to change without notice.

Mooring Member Non-Mooring Member

REGULAR MOORAGE	\$ _____	\$ _____	\$ _____	/ Term	
	Moorage	Tax	Total		(the “Moorage”)

SECONDARY CONTACT INFORMATION

Please specify who your secondary contact person is in the event we cannot reach you if there is an emergency with your vessel.

First Name

Last Name

Member #

Email

Cell Phone

Please ensure the non-Member understands the Club’s [Code of Conduct and Regulations](#) and Club Policies, specifically the [Environmental Policy](#).

Relationship to you

BOAT PARTNER INFORMATION

- Yes, I have a Boat Partner. (Separate from my spouse)
- Yes, my Boat Partner is an eligible mooring member of the Kelowna Yacht Club.

First Name

Last Name

Member #

Email

Cell Phone

*If you have more than one (1) Boat Partner, please contact us.

BOAT PARTNER INFORMATION (CON'T)

Where there are multiple owners of the Vessel, Moorage may only be held by the KYC member who has been offered Moorage and has signed the Moorage Agreement.

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.

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.

AGREEMENT TERMS

TERM: The original Term shall be: _____ to _____ (the "Original Term")

VESSEL INSURANCE

Proof of Vessel Insurance must accompany payment. Moorage will not be granted until proof of insurance is provided.

REGULATIONS AND POLICIES

Those parts of KYC's Bylaws, Code of Conduct and Regulations of the Kelowna Yacht Club, and Club Policies, commonly referred to as "Regulations and Policies", as amended or replaced from time to time, the current version is posted on the Club's website: www.kelownayachtclub.com and supersedes all other versions.

(the "Regulations and Club Policies")

MOORAGE BOND

The amount, as amended from time to time, of the security deposit levied by KYC on its Members which shall be paid by the Member promptly when due. (the "Moorage Bond")

MOORAGE TERMS AND CONDITIONS

Moorage privileges are subject to the terms and conditions contained in this Agreement which incorporates by reference the Code of Conduct and Regulations of the Kelowna Yacht Club and Club Policies ("Regulations and Club Policies") in place on the date of this Agreement and as may be amended from time to time. Your signature on this Agreement acknowledges that you have received adequate notice of, are aware updated versions of the Regulations and Club Policies are posted on the member accessed website, which supersedes all other versions, and unconditionally accept all the terms and conditions in this Moorage Agreement, the Regulations and Club Policies in exchange for the moorage privileges.

TERM AND TERMINATION

- Automatic Renewal.** Unless terminated by either party in accordance with the terms herein, this Agreement shall automatically renew at the end of the Original Term and subsequently at the end of each term for an additional period (respectively, the "Renewal Dates"). The Winter Moorage Term does not automatically renew.
- Termination by the Member.** This agreement will be terminated by;
 - submitting written notice to the Club in accordance with "Regulations and Club Policies";
 - the Member's death;
 - being expelled in accordance with Club Bylaws; or
 - failure to pay any Annual Member Dues, or any other fees, assessments or debts as required in the Club's Bylaws and subject to "Regulations and Club Policies". ("Dues and Fees")
- Termination by KYC for Cause.** Without further notice, KYC shall be entitled to terminate this Agreement and re-assign the Slip with no further notice to the Member in the following circumstances:
 - the Member has not paid their Dues and Fees, or any other assessments or debts as required in the Club's Bylaws and subject to "Regulations and Club Policies";
 - the Member failing to maintain insurance as required hereunder and providing proof of insurance; and
 - the Member, or the Member's family, guests, or invitees, violating any other term of this Agreement.
- Termination by KYC Not for Cause.** Notwithstanding anything else herein to the contrary, KYC shall be entitled to terminate this Agreement at any time without cause by providing the Member 30 days' notice and a refund of any Moorage paid which is applicable to the period of time after this Agreement is terminated.
- Vacant Possession.** If a Member does not vacate a Slip when required hereunder, KYC is authorized to remove the Vessel from its Slip and the Member agrees to reimburse KYC for the cost of removing the Vessel or any other vessel occupying the Member's Slip. Furthermore, the Member hereby authorizes KYC to seize and sell the Vessel in order to satisfy outstanding Dues and Fees under this Agreement.

MOORAGE AND PAYMENT

- Payment of Moorage Dues and Fees.** Moorage Dues and Fees are due upon the Member and KYC entering into this Agreement. Annual Member Dues 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 the Club Bylaws, "Regulations and Policies". Annual payments must be received no later than November 30th in each and every year. Monthly payment plan requirements must be fulfilled no later than November 30th in each and every year unless this Agreement is otherwise terminated in accordance with the terms hereof. Winter Moorage fees are billed November 1 for the period agreed upon.

7. **No Refunds.** All fees paid hereunder, including Moorage Dues and Fees, are non-refundable except as specifically set out in Club Policies
8. **Moorage Bond.** Upon the execution of this Agreement, the Member shall pay KYC the Moorage Bond. If the Member is in breach of any of the terms of this Agreement, the Member authorizes KYC to utilize the Moorage Bond or portion thereof to satisfy the said breach but in no way shall this be construed as a waiver of KYC's rights and remedies arising out of this Agreement. In the event that all or any portion of the Moorage Bond is used by KYC in accordance with this Agreement, the Member shall immediately replenish the Moorage Bond to the amount required by KYC and as amended from time to time.

INSURANCE

9. **Risk and Insurance.** The Vessel and contents of the Vessel shall be moored entirely at the Vessel owner's risk with respect to any loss or damage sustained, whether by theft or otherwise, while on KYC premises. The Vessel shall be insured at all times including valid liability insurance in the amount of \$2,000,000 for the Vessel while moored at KYC. The Member shall supply KYC with written proof of insurance for the Vessel in accordance with "Regulations and Club Policies". Failure to supply the said insurance document or failure to ensure that adequate insurance coverage is in place at all times is a material breach of this Agreement and entitles KYC to terminate this Agreement.

THE VESSEL AND MOORAGE

10. **Damage to Other Property.** The Member shall be liable for any loss, damage or destruction caused to any property, including without limitation, any KYC property, or other vessels which damage is caused by a Member's Vessel, the Member personally, or the Member's family, guests, invitees and any other persons on KYC's premises with the Member's express or implied consent.
11. **Vessel to be Secured.** The Member is responsible for securing his/her Vessel to the dock in a safe and responsible manner and shall take all reasonable steps to prevent damage to other Vessels and docks. The Member shall use the proper size and grade of rope in accordance with the "Regulations and Club Policies". The Member shall not permit the Vessel to hang over the wharf.

Without notice to the Member, KYC staff may remove any vessel:

- a. found to be in contravention of this section;
- b. any Vessel which, in the sole opinion of KYC, is in danger of sinking or listing; or
- c. that represents a hazard to other Vessels in the KYC marina.

The Member of such Vessel shall pay, in accordance with the terms and conditions of this Agreement, all such costs and expenses related to such removal, whether such costs or expenses arise indirectly or directly as a result of such removal.

12. **Removal of Unauthorized Vessels.** Only the authorized Vessel may be moored in the Slip assigned to the Member. KYC may, in its absolute discretion; remove from the KYC premises at the Member's expense any vessel which is not authorized by this Agreement to occupy the Slip.
13. **No Interference.** The Member shall not conduct themselves in a manner that is detrimental to the safety or the quiet enjoyment of KYC premises by others. Failure to comply with this condition may result in the termination by KYC of all rights to moor the Vessel belonging to the Member who is in contravention of this condition and any such Vessel may be removed without notice from KYC at the Member's expense. The Member shall ensure that the Member's family, guests and invitees comply with the terms of this paragraph.
14. **Repairs and Maintenance.** Under no circumstances shall any major fibreglass or other heavy repair work be permitted on KYC premises. Minor repairs to vessels are permitted with permission of the KYC. Members must instruct maintenance workers to report first to the KYC office before entering the moorage basin.
15. **Environmental Contaminants.** The Member shall:
 - a. abide by the Club's Environmental Policy at all times;
 - b. receive, handle, use, store, treat, ship and dispose of any and all environmental contaminants (as established from time to time by applicable legislations or Regulation or Bylaw) in strict compliance with all applicable environmental, health or safety laws, regulations, orders or approval; and
 - c. remove prior to the end of the Term of this Agreement and off KYC premises all environmental contaminants. The Member agrees that they shall not, and shall ensure their guests and invitees do not, release into the environment or deposit, discharge, place or dispose of at or near KYC's premises any hazardous or toxic materials, substances, pollutants, contaminants, or waste as a result of any activities carried on by the Member or their guests and invitees on KYC premises.

The Member shall ensure that the Member's family, guests, and invitees comply with the terms of this paragraph. The Member shall and does agree to indemnify and save harmless KYC from and against any and all:

- d. liabilities, lawsuits, claims, costs and damages (including lost revenue, consequential damage, interest, penalties, fines, monetary sanctions);
- e. expenses incurred or suffered by KYC (including but not limited to amounts paid for professional fees and subject matter expert fees) by reason of, resulting from, in connection with, or arising in any manner whatsoever out of the breach of any term contained in this paragraph. This indemnification shall remain in full force and effect notwithstanding the expiration or other termination of this Agreement.

GENERAL

16. **No Assignment.** This Agreement is not assignable or transferable by the Member.
17. **Time of the Essence.** Time is of the essence of this Agreement.

ASSUMPTION OF RISK AND WAIVER OF LIABILITY

18. **Assumption of Risk and Waiver of Liability.** By signing this Agreement, the Member is waiving, on his/her own behalf and on behalf of his/her family members, guests, and invitees, certain rights to sue KYC and is agreeing to indemnify KYC against any and all claims and liability for anything arising out of the use of KYC premises, equipment and facilities.

The Member acknowledges that KYC premises, equipment, and facilities have many inherent risks including but not limited to water-related hazards, a moorage basin and moving Vessels, inclement weather, uneven ground, ramps, slippery surfaces, docks, ropes, walkways, and pets. The Member accepts and assumes all risks arising out of, associated with, or related to activities using KYC premises and facilities, even though such risks may have been caused by the negligence of KYC.

The Member covenants and agrees to release, discharge, indemnify and hold harmless KYC and its employees, directors, officers and agents from or against any and all liability whatsoever for any loss, damage, actions, claims, suits, proceedings, costs, charges, demands, expenses or direct or indirect monetary loss, (whether founded in tort or in contract or otherwise) and including claims for consequential damages, resulting from

- (a) injury to or the death of any persons,
- (b) damage to or loss of any property,
- (c) damage to the environment, or
- (d) any claim of any nature whatsoever

any of which arise directly or indirectly in any manner out of or in any way connected with the use of KYC property, premises or otherwise or attributable to the nature, construction, design, condition or state of repair of the KYC premises or any of the land and moorage basin occupied by KYC or of the Slip, or arising out of, occasioned by, or attributable to the presence on, rental, occupancy or use of KYC, any of the land and the moorage basin occupied by KYC or of the Slip occupied by the Member or by any person visiting same or being thereon and even though such liability may have been caused, or contributed to, by the negligence of KYC or its employees or agents.

SIGNATURES

This agreement will apply to any subsequent slips occupied by the Member. Reassignment or exchange of slips between Members is not permitted.

EACH OF THE PARTIES, WISHING TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT, HAS PLACED THEIR SIGNATURES BELOW AS OF THE DATE OF THIS AGREEMENT. THE UNDERSIGNED MEMBER, BY SIGNING BELOW, ACKNOWLEDGES HAVING READ, UNDERSTOOD AND AGREED WITH ALL THE TERMS, CONDITIONS, AND PROVISIONS OF THIS AGREEMENT.

Signature of Primary Member

Date

Signature of Boat Partner

Date

KELOWNA YACHT CLUB
Per:

Authorized Signatory

Date

This Agreement is made in accordance with WAREHOUSE LIEN ACT, RSBC c. 480 and the FEDERAL COURT ACT, RSC, and successor legislation and the Member acknowledges and agrees that the Moorage in this Agreement constitutes "dock charges" within the meaning of the Federal Court Act, and "warehouse's charges" within the Warehouse Lien Act;

Note: The member area of the website provides updated information including any changes/amendments to the Kelowna Yacht Club Bylaws, "Regulations and Club Policies". To access this information, you must have a login and password set up. This can be facilitated by Member Services. In the event you are unable to access the online version of the "Regulations and Club Policies", you can request a current printed copy at the Kelowna Yacht Club office. The "Regulations and Club Policies" found on the website are always the current versions and supersede all other versions.

OFFICE USE ONLY		
<i>Staff Member Name</i>	<i>Date Received</i>	