



# Non-Motorized Paddle Vessel Agreement

This Non-Motorized Paddle Vessel Agreement (“**Agreement**”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the Kelowna Yacht Club and a Member of the Kelowna Yacht Club having been offered Non-Motorized Paddle Vessel storage.

## MEMBER INFORMATION

Member # \_\_\_\_\_

First Name \_\_\_\_\_

Last Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

Province \_\_\_\_\_

Postal Code \_\_\_\_\_

Email: \_\_\_\_\_

Gate Key Card/Fob #: \_\_\_\_\_

## NON-MOTORIZED PADDLE VESSEL INFORMATION

TYPE (please check box):  Single Kayak  Double Kayak  Stand Up Paddleboard

Brand \_\_\_\_\_ Colour \_\_\_\_\_ Length Overall \_\_\_\_\_ / Season (the “Vessel”)

## STORAGE RATES

Rate \_\_\_\_\_ Tax \_\_\_\_\_ Total \_\_\_\_\_ / Season (the “Storage rate”)

## STORAGE LOCATION

Barge # \_\_\_\_\_ Unit # \_\_\_\_\_ (the “Storage Location”)

## AGREEMENT TERMS

TERM: The original Term shall be: \_\_\_\_\_ to \_\_\_\_\_ (the “Original Term”)

### VESSEL INSURANCE

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

### NON-MOTORIZED PADDLES VESSEL TERMS AND CONDITIONS

**Non-Motorized Paddle Vessel storage privileges are subject to the terms and conditions contained in this Agreement which incorporates by reference all Regulations 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, and are aware of updated versions of all Regulations posted on the website, which supersedes all other versions, and unconditionally accept all the terms and conditions in this Non-Motorized Paddle Vessel Agreement, Bylaws, Regulations and Club Policies in exchange for the storage privileges.**

## TERM AND TERMINATION

1. **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 for a period of one year and subsequently at the end of each one year period for an additional one year period (respectively, the “Renewal Dates”).

**Termination by the Member.** The Member may terminate their Non-Motorized Paddle Vessel Agreement with the Kelowna Yacht Club by notifying the Club in writing. Storage will terminate at the end of the month in which notice is received.

2. **Termination by Kelowna Yacht Club for Cause.** Without further notice, Kelowna Yacht Club shall be entitled to terminate this Agreement and re-assign the storage spot with no further notice to the Member in the following circumstances:
  - a. the Member has not paid his or her Membership Fees, and Dues
  - b. the Member has not paid his or her Storage fees
  - c. the Member failing to maintain insurance as required hereunder and providing proof of insurance; and
  - d. the Member, or the Member’s family, guests or invitees, violating any other term of this Agreement.
3. **Termination by Kelowna Yacht Club Not for Cause.** Notwithstanding anything else herein to the contrary, Kelowna Yacht Club shall be entitled to terminate this Agreement at any time without cause by providing the Member 10 days’ notice and a refund of any Storage fee paid which is applicable to the period of time after this Agreement is terminated.
4. **Vacant Possession.** The Member agrees that it will vacate the Storage Rack upon the expiry of the Original Term or any subsequent term during which time the Member has given notice pursuant to paragraph 1 herein or in the event this Agreement is terminated in accordance with paragraphs 3 and 4 herein. If a Member does not vacate a Slip when required hereunder, Kelowna Yacht Club is authorized to remove the Vessel from its Storage location and the Member agrees to reimburse Kelowna Yacht Club for the cost of removing the Vessel or any other Non-Motorized Paddle Vessel occupying the Member’s Storage location. Furthermore, the Member hereby authorizes Kelowna Yacht Club to seize and sell the Vessel in order to satisfy outstanding Storage fees due under this Agreement.

## STORAGE AND PAYMENT

**Payment of Storage.** Storage is due upon the Member and Kelowna Yacht Club entering into this Agreement immediately.

5. **No Refunds.** All Storage fees paid hereunder, are non-refundable except as specifically set out herein.

## INSURANCE

6. **Risk and Insurance.** The Non-Motorized Paddle Vessel and contents of the Vessel shall be stored entirely at the Vessel owner’s risk with respect to any loss or damage sustained, whether by theft or otherwise, while on Kelowna Yacht Club premises. The Non-Motorized Paddle Vessel shall be insured at all times including valid liability insurance in the amount of \$2,000,000 for the Non-Motorized Paddle Vessel while stored at Kelowna Yacht Club. The Member shall supply Kelowna Yacht Club administration staff with proof of insurance for the Non-Motorized Paddle Vessel upon request. 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 Kelowna Yacht Club to terminate this Agreement.

## THE NON-MOTORIZED PADDLE VESSEL AND STORAGE

7. **Multiple Non-Motorized Paddle Vessel Owners.** Where there are multiple owners of the Non-Motorized Paddle Vessel, Storage may only be held by the Kelowna Yacht Club member who has been offered storage and signed this Agreement. Upon termination of this Agreement for any reason, the other owner(s) must apply for new storage.
8. **Damage to Other Property.** The Member shall be liable for any loss, damage or destruction caused to any property, including without limitation, any Kelowna Yacht Club property or other vessels which damage is caused by a Member’s Non-Motorized Paddle Vessel, the Member personally, or the Member’s family, guests, invitees and any other persons on Kelowna Yacht Club’s premises with the Member’s express or implied consent.
9. **Vessel to be Secured.** The Member is responsible for securing/locking his/her Non-Motorized Paddle Vessel to the designated storage rack in a safe and responsible manner and shall take all reasonable steps to prevent damage to other vessels, storage racks and docks. Without notice to the Member, Kelowna Yacht Club staff may remove any vessel:
  - a. found to be in contravention of this section;
  - b. any Non-Motorized Paddle Vessel which, in the sole opinion of Kelowna Yacht Club, is in danger of falling; or
  - c. that represents a hazard to other vessels at the Kelowna Yacht Club.

The Member of such Non-Motorized Paddle 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.

**10. Removal of Unauthorized Non-Motorized Paddle Vessels.** Only the authorized Non-Motorized Paddle Vessel may be stored in the designated rack assigned to the Member. Kelowna Yacht Club may, in its absolute discretion; remove from the Kelowna Yacht Club premises at the Member's expense any Non-Motorized Paddle Vessel which is not authorized by this Agreement to occupy the storage rack.

**11. No Interference.** The Member shall not conduct him/herself in a manner that is detrimental to the safety or the quiet enjoyment of Kelowna Yacht Club premises by others. Failure to comply with this condition may result in the termination by Kelowna Yacht Club of all rights to store the Non-Motorized Paddle Vessel belonging to the Member who is in contravention of this condition and any such Vessel may be removed without notice from Kelowna Yacht Club at the Member's expense. The Member shall ensure that the Member's family, guests and invitees comply with the terms of this paragraph.

**12. Repairs and Maintenance.** Under no circumstances shall any major repair work be permitted on Kelowna Yacht Club premises. Minor repairs to Non-Motorized Paddle Vessels are permitted with permission of the Kelowna Yacht Club. Members must instruct maintenance workers to report first to the Kelowna Yacht Club office before entering the moorage basin.

**13. Basin usage for Non-Motorized Paddle Vessels.** Members may only enter or exit the basin through the area marked 'Paddle Zone'. Paddleboarding/kayaking through other areas of the basin are not permitted.

**14. Environmental Contaminants.** The Member shall read, understand and adhere to the Club's Environmental Policy.

#### GENERAL

**15. No Assignment.** This Agreement is not assignable or transferable by the Member.

**16. Time of the Essence.** Time is of the essence of this Agreement.

#### ASSUMPTION OF RISK AND WAIVER OF LIABILITY

**17. 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 Kelowna Yacht Club and is agreeing to indemnify Kelowna Yacht Club against any and all claims and liability for anything arising out of the use of Kelowna Yacht Club premises, equipment and facilities.

The Member acknowledges that Kelowna Yacht Club 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 Kelowna Yacht Club premises and facilities, even though such risks may have been caused by the negligence of Kelowna Yacht Club.

The Member covenants and agrees to release, discharge, indemnify and hold harmless Kelowna Yacht Club 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 Kelowna Yacht Club property, premises or otherwise or attributable to the nature, construction, design, condition or state of repair of the Kelowna Yacht Club premises or any of the land and moorage basin occupied by Kelowna Yacht Club or of the storage rack, or arising out of, occasioned by, or attributable to the presence on, rental, occupancy or use of Kelowna Yacht Club, any of the land and the moorage basin occupied by Kelowna Yacht Club or of the storage rack 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 Kelowna Yacht Club or its employees or agents.

#### SIGNATURES

The Member shall ensure that the Member's family, guests and invitees comply with the terms of this agreement. The Member shall and does agree to indemnify and save harmless Kelowna Yacht Club, Members, Directors and Staff from and against any and all i) liabilities, lawsuits, claims, costs and damages (including lost revenue, consequential damage, interest, penalties, fines, monetary sanctions); ii) expenses incurred or suffered by Kelowna Yacht Club (including amounts paid to lawyers, accountants and engineers) by reason of, resulting from, in connection with, or arising in any manner whatsoever

out of the breach of any term contained in this agreement. This indemnification shall remain in full force and effect notwithstanding the expiration or other termination of this Agreement.

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.

Kelowna Yacht Club  
Per:

\_\_\_\_\_  
*Signature of Member*

\_\_\_\_\_  
*Authorized Signatory*

*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 Storage in this Agreement constitutes “dock charges” within the meaning of the Federal Court Act, and “warehouser’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 Regulations. To access this information, you must have a login and password set up. This can be facilitated by the office staff.