

## CLUB MOORAGE POLICY

### PURPOSE

To supplement the Code of Conduct and Regulations of the Kelowna Yacht Club and other Club Policies by providing Members with additional moorage-related information.

### DEFINITIONS

Capitalized terms not defined below are defined in Kelowna Yacht Club ("Club") Bylaws or the Code of Conduct and Regulations of the Kelowna Yacht Club.

**Eligible Moorage Member** is a Corporate, Regular, or Life Member in Good Standing.

**Contravention Fee** is a fee charged to a Member for work done by the Club on their behalf.

### 1.0 MOORAGE WAIT LISTS

1. Members wishing to obtain moorage or change their moorage location must complete the Wait List form located on the Kelowna Yacht Club website.
2. The Wait List is for:
  - a. Existing Moorage Members looking for a different sized slip than what is currently assigned, or
  - b. Eligible Members without moorage looking to secure a slip
3. All requests for new moorage or for a new slip of a different size than currently assigned will be listed chronologically on the Moorage Wait List, based on the date the request form was submitted, with a status of either Active or Inactive. To determine which wait list status applies, see 1.5 and 1.7 below.
4. **WAIT LIST DEPOSIT**

A \$250 deposit will be automatically charged to the Member's House Account upon completion and submission of the Wait List online form.

  - a. The deposit is returned to the Member's House account
    - i. upon acceptance of moorage
    - ii. upon cancellation of membership
    - iii. upon withdrawal from any Wait List
  - b. The deposit is not returned to the Member's House Account
    - i. If the Member declines a slip when offered
    - ii. If the Member has unpaid dues, fees, or any other charges due to the Club
5. **ACTIVE WAIT LIST STATUS**

Members who currently own a vessel or are in the process of purchasing a vessel that will fit the slip may request to join the Moorage Wait List by completing the form online and selecting 'Active'. This status hereafter will be called the Active Wait List. If a Member on the Active Wait List declines a Slip when offered, the Member will be removed from the Active Wait List. The Slip will then be offered to the next Member on the list. If the member who declined is seeking future moorage, they must submit a new application to be placed on the Inactive Wait List.
6. **INACTIVE WAIT LIST STATUS**

Members that do not currently have a vessel or are not in the process of purchasing a vessel may request to join the Moorage Wait List by completing the form online and selecting 'Inactive'. This status hereafter will be called the Inactive Wait List.
7. Members who do not inform the Club of a specific list preference will be placed on the Inactive Wait List. Members on the Inactive Wait List will not be contacted should a slip become available. Members on the Inactive Wait List will remain in the same chronological order as if they were on the Active Wait List and must notify the Club via email should they wish to change to the Active Wait List.
8. The Inactive Wait List deposit will automatically be transferred to the Active Wait List when the Member changes their status type from Inactive to Active.

## **2.0 MOVE LIST**

1. Members wishing to change their moorage location must complete the Move List form located on the Kelowna Yacht Club website.
2. The Move List is for Members who currently hold a slip in the Club's moorage basin and wish to move to the same size slip but to a different location within the moorage basin.
3. *MOVE LIST DEPOSIT*  
A \$250 deposit will be automatically charged to the Member's House Account upon completion and submission of the Move List online form.
  - a. The deposit is returned to the Member's House account
    - i. Upon acceptance of the new slip
    - ii. Upon cancellation of membership
    - iii. Upon cancellation of moorage
    - iv. Upon withdrawal from the Move List
  - b. The deposit is not returned to the Member's House Account
    - i. If the Member has unpaid dues, fees, or any other charges due to the Club
4. All requests for relocation of Moorage to an equivalent-sized Slip will be listed chronologically on the Moorage Move List.
5. Where two consenting Members agree to trade or swap their existing Slips of the same size, 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

## **3.0 SLIP ASSIGNMENT**

1. Assignment of moorage occurs with
  - a. Members from the Active Wait list
  - b. Members from the Move List (moorage bond already on file)
2. *MOORAGE BOND*  
A \$250 Moorage Bond will automatically be charged to the Member's House Account upon acceptance and assignment of moorage unless an existing Moorage Bond is on file.
  - a. The Moorage Bond is returned to the Member's House Account
    - i. Upon cancellation of moorage
    - ii. Upon holding membership for 40 years
  - b. The Moorage Bond is not returned to the Member's House account
    - i. If the Member has unpaid dues, fees, or any other charges owed to the Club.
3. *MOORAGE PLACEMENT DATES*  
The agreed upon Vessel must be placed in the assigned Slip as follows:
  - a. May 1 for moorage assigned from November 1 to April 1
  - b. Within 30 days of assignment for moorage assigned after April 1
4. *SLIP PLACEMENT REQUIREMENTS*  
Prior to occupying an assigned Slip, the Primary Member must:
  - a. provide current proof of insurance in the assigned Moorage Member's name showing a minimum of \$2 million liability or industry standard
  - b. pay the required Moorage Bond
  - c. pay the value of the designated Slip; and
  - d. complete, sign and date a Moorage Agreement
  - e. provide the Club a copy of a valid Pleasure Craft Operator Card (PCOC) or if prior to April 1, 1999, proof of successfully completing a boating safety course in Canada.
5. The Club may refuse to continue with the assignment of Moorage
  - a. where a non-member has any interest in any Member's Vessel.
  - b. based on a visual inspection of the Vessel.

6. Each slip is assigned a colour identifying the value of the slip at the beginning of each fiscal year and may be amended from time to time at the discretion of the Executive Director. Moorage slip sizes and values are available on the Moorage page of the Club's website.

#### **4.0 DOCUMENTATION**

1. Vessel access to the Moorage basin is only provided after submission of the following
  - i. Current annual proof of insurance in the assigned Moorage Member's name showing a minimum of \$2 million liability or industry standard
  - ii. Completion of a Moorage Agreement as requested from the Club
2. All operators of a vessel in the Moorage Basin must also carry proof of having:
  - i. Successfully completed a boating safety course in Canada prior to April 1, 1999; or
  - ii. A valid Pleasure Craft Operators Card (PCOC).

#### **5.0 MEASUREMENTS**

1. 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, upon notice of the Club, such attachments must be removed forthwith.
2. Length overall is based solely on the Club's measurement. The Club's interpretation of overhanging components shall prevail. Vessel length exceptions must be approved in writing by the Club staff.
3. Pontoon boats with full height, permanent hard sides supporting a hard fixed roof, which may or may not be capable of supporting individuals and will only have access to the designated slips available at the Kelowna Yacht Club. Beam dimensions may override length for slip placement.

#### **6.0 CHANGE OF VESSEL**

1. A Mooring Member alternating Vessels in their Slip must complete a separate Moorage Agreement and provide proof of insurance in the assigned Moorage Member's name for each Vessel that occupies the Slip. The Club reserves the right, in its sole discretion, to inspect and ensure that the appropriate-sized Vessel occupies the Slip the majority of the time.
2. Any Member who acquires a new or a different Vessel must notify the Club of the particulars of the Vessel by completing the required Club documentation prior to docking as outlined in Section 3.0. If the new Vessel is not suitable for their currently assigned Slip, the Moorage Member must apply for a change of Moorage and their name will be placed on the Active Wait List in chronological order based on the date of application.
3. If the new Vessel is shorter than that allowed in the Member's current Slip, and an appropriate Slip is not available due to their position on the Active 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 end of the current fiscal year, whichever comes first. The Member's Moorage fees shall remain unchanged until a transfer into a new Slip is completed. The Member is required to accept the slip offered by the Club.
4. 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 their position on the Moorage Active Wait List, the new Vessel may not occupy the Member's Slip and if the Vessel is placed in the Slip then the Moorage Member's Slip will be forfeited and the Member's Vessel will be removed at the owner's expense. The Club assumes no liability for the Vessel being removed.

#### **7.0 REQUIRED MOVES BY THE CLUB**

1. The Club at its sole discretion may reassign Vessels ("required moves") within the Moorage basin to make the best use of Moorage. Such moves are not optional and Members whose Vessels are moved must apply for reassignment by completing the Moorage Move List form.
2. The 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 the intended move, when there are time constraints, the Vessel will be moved as the Club requires. The Club and/or designate will board the Vessel if required to accommodate the move, and the Club assumes no liability whatsoever for moving the Vessel.
3. When Moorage Slips are required for special events, Members on 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 contravention fee to have their Vessel moved.

#### **8.0 VACANT SLIPS**

1. A Member who leaves their assigned Moorage vacant for thirty (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.
2. Should a Member leave their assigned Moorage vacant for one full Moorage year, the Slip shall be returned automatically to the Club for permanent reassignment and moorage billing will be removed effective October 31 of said year.
3. Any Member who ceases to use their 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 as outlined in this policy.

#### **9.0 SUBLETS AND TEMPORARY MOORAGE**

1. A Moorage Member is eligible to sublet their slip in accordance with the Club's Sublet Policy POL – OP046
2. A Member must not permit another Member to use their assigned Moorage without prior written approval by the Club. Any unauthorized Vessel occupying such assigned Moorage shall be removed by the Club or designate. A contravention fee will apply.
3. Reciprocal moorage requests must be made using the Reciprocal Form provided on the Club website. The assignments will be in accordance with the Club's Reciprocal Policy POL-OP059.

#### **10.0 TENDERS, DINGHIES, & PERSONAL WATERCRAFT**

1. A tender, dinghy, or personal watercraft may be secured alongside the parent Vessel provided it:
  - a. does not inconvenience another Member
  - b. does not subject an adjacent Vessel to risk or damage
  - c. does not alter the overall length of the registered vessel
  - d. is kept clear of free-standing water
2. A tender, dinghy, or personal watercraft may not be stored on the dock or finger.
3. Winter Moorage is available in accordance with the Club's Winter Moorage Policy POL-OP047.

#### **11.0 CHANGE IN OWNERSHIP/BOAT SALES**

1. A Member offering their Vessel for sale, or their 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 arrangements with the Club for access to the Moorage basin.
2. The slip cannot be offered as part of the sale of the vessel. For the sale of vessels part-way through the fiscal year, reference the Club's Membership & Moorage Prorating Policy POL-OP043.
3. 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. 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 reassignment of the Moorage Member's Slip to the purchasing Member for the remainder of the Moorage term only subject to all Slip Assignment requirements.
4. If at the end of the Moorage term there is no permanent slip available for the Vessel, the purchasing Member may apply for a Sublet. If unsuccessful, the Vessel must be removed from the Moorage basin.

#### **12.0 DOCK MODIFICATIONS**

1. Members may not make modifications to the docks or assigned Slips without prior Club approval.
2. A Member Service Request must be completed to advise of any modifications required. The request form is located on the Moorage page of the KYC website or by visiting the Member Services Desk at Reception.
3. The Club will review and advise the Member in writing if the request will be completed by the Club or if the Member may proceed with the modifications.

#### **13.0 DOCK BOXES**

1. Dock boxes
  - a. must be completely white and mounted on the dock flush with the bull rail.
  - b. Dock boxes must be kept in a good and safe state of repair.
  - c. a Dock box shall not exceed 60" long, 25" high, and 24'wide.
  - d. Dock boxes are not permitted on B Dock.
2. Damaged Dock boxes will be removed at the Member's expense.
3. Installation of Dock boxes is limited to one per slip.

4. If a Member is moving Slips, the dock box may be held at the Club for a maximum of 30 days. The Member must remove all contents prior to being moved or stored.
5. The Club is not responsible for items left in the Dock box.
6. If the Dock box and contents are not claimed by the Member within 30 days thereafter, the Club may dispose of the box and its contents with no liability to the Club whatsoever.
7. Wooden Dock boxes are not permitted except those installed prior to August 1, 2009, providing they are kept in good repair. Wooden Dock boxes must be repainted when necessary to retain their appearance. Wooden Dock boxes are non-transferable to another slip or member. Wooden Dock boxes if removed will not be reinstalled.

#### 14.0 **WINTER MOORAGE**

1. Winter Moorage is available from November 1 – April 15 in accordance with the Club's Winter Moorage Policy POL-OP047.
2. 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.

#### 15.0 **TIE UP AND VESSEL STANDARDS**

1. The Club requires that all Vessels moored in the basin are secured with the appropriately sized lines and rubber snubbers.  
The minimum size of line required is as follows:  
 Vessels up to 20 feet 3/8 inch diameter line, Snubbers must be correctly installed on the bow and stern lines  
 Vessels 21 to 30 feet 1/2 inch diameter line, Snubbers must be correctly installed on the bow and stern lines  
 Vessels 31 to 45 feet 5/8 inch diameter line, Snubbers must be correctly installed on the bow and stern lines
2. Mooring lines must be single or double braided nylon lines specifically intended for mooring. Bungee type mooring lines, polypropylene, sail halyards, tow ropes, or any other rope not designed for mooring are not permitted to be used to tie up a vessel in the basin.
3. Vessels must be secured in such a way, so they do not contact the dock or protrude too far into the channel. Fenders, or dock bumpers must be used to prevent the vessel from directly contacting the dock.
4. Tie up issues noted and not addressed by the owner will be remedied by the Club at the owners' expense
5. Vessels moored in the Moorage basin must be capable of moving in and out of the basin under their own power. The Club may, at its discretion, require that the owner of a moored Vessel demonstrates that the Vessel is able to do so. Any Member whose Vessel does not meet such standards 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.
6. 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. 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.

#### 16.0 **STORAGE OF ITEMS**

1. Members must always store spinnaker and/or whisker poles on their sailboats, not on the dock.
2. Boat equipment, cleaning materials and/or cleaning equipment, etc. must be stored either on the Moorage Member's Vessel or in the 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.
3. All Members must ensure their Moorage and electrical lines are always stored neatly along the bull rail.
4. 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.

#### 17.0 **WHEELED TRANSPORTATION/HUMAN POWERED VESSELS**

1. No wheeled transportation, such as gas or battery-powered scooters, rollerblades, skateboards, and bicycles shall be ridden on the docks, with the sole exception of mobility aids as required by a person with mobility impairment.
2. All non-licensed wheeled transportation items such as manual and electric bicycles, or battery-powered scooters must only be stored on the Muster Station bike racks unless stored in the Member's Dock box or on their vessel.
3. All non-licensed wheeled transportation items must be registered with the Club before being placed for daily storage in the bicycle racks on the Muster Station.
4. No gas-powered wheeled transportation devices may be stored on the docks or in the bike racks.
5. Human Powered Vessels such as Paddleboards, Kayaks, Rafts, Floatation Devices and Wake Boards may not be tied to the Dock boxes.
6. Human-powered Vessels may only operate in the marked specified area to enter or exit the Moorage Basin along Dock A. Members using these crafts do so at their own risk and must exercise extreme caution.

7. Any unaccompanied items left in the Moorage Basin will be removed at the Club's discretion.
8. The Club is not responsible for any items left in the Moorage Basin.

## **18.0 ELECTRICITY, WATER, AND HEATERS**

### *ELECTRICAL*

1. The Moorage Basin is made up of serviced and non-serviced slips.
  - a. Serviced slips are Pink, Red, Blue, Green, and Purple
  - b. Non-served slips are White, Yellow, and Brown
2. The Club does not guarantee permanent or continuous power and shall not be held liable for damage to Vessels and/or any contents caused by general power outages or over-loading of the system causing breakers to switch off.
3. Members who occupy non-serviced Slips 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. Vessels consuming electrical power without the consent of the Club, and/or without paying for permanent power, shall pay a contravention fee.
4. Power cords and adapters used in the Moorage Basin must be rated for marine use and kept in good condition, free of cracks and/or damaged ends or insulation. Cords and accessories deemed unfit may be removed without notice.
5. Power cords must be unplugged from the power pedestal when not in use.
6. 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. Please refer to the Club website for correct electrical hook-up details and instructions.

### *WATER*

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

### *HEATERS*

8. As per the National Fire Protection Association Guidelines, it is recommended that portable heaters are not used on boats when the vessel is unattended, Members using portable heating devices for temporary use or otherwise, are using them at their own risk and should consider the following when purchasing a portable heater. The heater shall be:
  - CSA Approved (or UL),
  - Energy Efficient – self-regulating and has an antifreeze setting,
  - Non-tipping,
  - Designed with Spark Protection
  - No Open Flame
  - Always be used as specified by the manufacturer, and
  - in accordance with the Moorage Regulations, must not be Reflective, flame, or be oil-burning type heaters unless the Member is in attendance.

## **19.0 BOAT INSPECTIONS**

1. Representatives of the Club will periodically inspect Vessels and Slips to ensure compliance with the Moorage Regulations. Where an issue or concern is noted, the Club will contact the Member to advise that their 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.
2. There may be occasions where a Member's Vessel may need to be boarded by the Club or designate (i.e., to ensure proper tie downs and electrical connections are observed, or to implement a forced move in a timely manner, etc.). The Club or designate will board the Vessel if required to perform the required actions and the Club assumes no liability whatsoever when such actions are necessitated.

## **20.0 MOORAGE BASIN STANDARDS AND SAFETY**

1. The Club assumes no responsibility for items left on or around the docks including Vessels and their contents.
2. There is no smoking or vaping in the Moorage Basin or on Club Property.
3. Swimming in the Moorage Basin is strictly prohibited in accordance with the Code of Conduct and Regulations of the Kelowna Yacht Club.
4. Gates or doors to all Club premises including the Moorage Basin 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.

5. Appropriate footwear must be worn when walking in the basin.
6. While on the docks, dogs must be always kept on a leash and in the hands of a competent person; all excrement must be immediately cleaned up, bagged, and placed in the garbage bin. A contravention fee will apply should a Member not clean up after their pet.
7. Vessels moored at the Club shall not be used for permanent living quarters.
8. Moorage basin quiet hours are 11:00 PM to 7:00 AM.
9. Dropping anchor of any Vessel within the Moorage basin or fastening any Vessel to the breakwater is strictly prohibited.
10. 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, the Club or designate will board the Vessel if required to take appropriate action.
11. 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 crafts or to Club premises.  
Outbound Vessels shall have the right of way over all other craft at entrances through the breakwater.

#### **21.0 COMMERCIAL ACTIVITIES**

1. Advertising in the Moorage Basin is permitted only as follows:
  - a. A discreet "for sale" sign on or within the Vessel by a Member (or Member's Agent) offering the Vessel for sale.
  - b. The period set for the Annual Boat Show, or any other time designated by the Club.
  - 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 the approval of Club.

#### **22.0 ACCESS TO THE MOORAGE BASIN**

1. Moorage Members may, on occasion, at the discretion of the Club, allow an adult immediate family temporary access to the Moorage Member's Vessel without the Member in attendance. Upon approval, a temporary key card will be provided by the Club.
2. Members shall ensure that the visiting non-Members are familiar with Club Bylaws and the Code of Conduct and Regulations of the Club and shall be fully responsible for the actions of the non-Member.
3. Vessel access to the Moorage basin is only permitted once the requirements in 4.0 Documentation are complete.
4. The Club may revoke access to the moorage basin at the discretion of the Executive Director in the event it is deemed necessary to ensure best practices, boating safety, Club Policies, and the Code of Conduct and Regulations of Kelowna Yacht Club are in compliance.