

**CLUB MOORAGE POLICY**

**PURPOSE**

The provide further information on items outlined in the Moorage Regulations of the Kelowna Yacht Club (the “Club”).

**DEFINITIONS**

Capitalized terms not defined below are defined in Club Bylaws or the Moorage Regulations

**1.0 ASSIGNMENT OF MOORAGE**

1. A request for new Moorage shall be made on the Wait List Application provided by the Club and shall be submitted to the Club along with a \$250 deposit.
2. All applications for new Moorage or requests for relocation will only be processed once the application form is received with all information required.
3. Prior to occupying an assigned Slip, the Primary Member must:
  - a) Return the completed and signed Moorage Agreement;
  - b) Provide proof of insurance in the Primary member’s name showing a minimum of \$2million liability; and
  - c) Pay the required refundable bond plus relevant Moorage fees.
4. A Member who is offered Moorage and does not yet have a Vessel, must pay for the maximum length of the assigned Slip until final details of the Member’s Vessel are verified including having the Vessel measured by Club Staff at which time Moorage costs may be adjusted based on the actual measurement by the Club.
5. A suitable Vessel may be placed in the assigned Slip within the time period agreed upon and noted in the Moorage Agreement.
6. The Club may decline an application for Moorage where a non-Member has a proprietary interest in any Member’s Vessel.
7. The Club reserves the right in its unfettered discretion to refuse Moorage based on a visual inspection of the Vessel.
8. 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.
9. A Mooring Member alternating Vessels in their Slip must complete a separate Moorage Agreement 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.
10. The assigned Moorage decal must be affixed to the Moorage 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).
11. 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:

Slip Size	Vessel lengths accommodated
50 ft.	Over 43 feet, up to and including 53 feet overall;
40 ft.	Over 38 feet, up to and including 43 feet overall;
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 overall.

Beam dimension must be 24 inches less than assigned Slip width. This means there is a one-foot clearance on either side of the Vessel ensuring the vessels will not contact each other or the finger causing damage.

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. Vessel length exceptions must be approved in writing by the Club staff.

12. Any Member seeking Moorage for a Vessel having an overall length beyond 53 feet must apply in writing to the Club's Dockmaster.
13. A request for relocation of Moorage shall be made on the Move/Wait List Application form provided by the Club and shall be submitted to the Club along with a \$250 deposit.
14. All requests for relocation of Moorage to an equivalent sized Slip will be listed chronologically on the Moorage Move List.
15. All requests for new Moorage or Moorage of a different sized Slip than currently assigned, will be listed chronologically on the Moorage Wait List.
16. A deposit shall be paid upon application for relocation; the move or wait list deposit will be credited to the Member's House Account following acceptance of the assigned Moorage.
17. If a Member on the Move or Wait list declines a Slip when offered, the Member will be removed from the list with loss of deposit and must submit a new application. The Slip will then be offered to the next Member on the list.
18. 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 prior written approval of the Club.
19. 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. If the new Vessel is not suitable for their currently assigned Slip, the Moorage Member must apply for change of Moorage and their name will be placed on the Wait List in chronological order based on the date of application.
20. 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 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.
21. 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 Wait List, the new Vessel may not occupy the Member's Slip and if the Vessel is placed in the Slip than the Moorage Member's Slip will be forfeited and the Member's Vessel will be removed.
22. The Club at its sole discretion may reassign 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.
23. 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. Should a Member leave vacant their assigned Moorage for one full Moorage year, the Slip shall be returned automatically to the Club for permanent reassignment.
24. 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.

25. 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. Members consuming electrical power without the consent of the Club, and/or without paying for permanent power shall face sanctions.
26. 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.

## **2.0 SUBLETS AND TEMPORARY MOORAGE**

1. 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 the Club's Sublet Policy.
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 at the Moorage Member's expense. Club staff and/or designate will board the Vessel if required to accommodate the move.
3. All requests for reciprocal Moorage must be made using the form provided on the Club website. A daily fee will apply for any stay greater than three (3) days. Such prolonged stays require specific pre-approval by the Club. All reciprocal visitor Moorage will be on a first come, first serve basis. Reciprocal Members whose Vessel is assigned temporary Moorage must provide the Club with:
  - a) Proof Member in Good Standing at a reciprocal Club,
  - b) Evidence of valid insurance in the requesting Reciprocal Member's name showing proof of \$2million liability; and
  - c) Payment of the required key card deposit.

## **3.0 TENDERS & DINGHIES**

1. 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 their Vessel.

## **4.0 CHANGE IN OWNERSHIP**

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.

## **5.0 GENERAL**

1. While on the docks, dogs must be kept on a leash and in the hands of a competent person at all times; all excrement must be immediately cleaned up, bagged and placed in the garbage bin.
2. Vessels moored at the Club shall not be used for permanent living quarters.
3. Moorage basin quiet hours are 11pm to 7am.

## **6.0 DOCK MODIFICATIONS**

1. Members may not make modifications to the docks or assigned Slips.
2. Member must complete a Member Service Request to advise of any modifications they require. The Dock Master will review and notify the Member if they can proceed or if the work is to be completed by the Dock Hands.
3. Dock boxes must be completely white and will be mounted on the dock flush with the bull rail. 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. Dock boxes not kept in good condition will be removed at the Member's expense.
4. 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.

5. If a Member is moving Slips, the dock box may be held at the Club for a short period of time. The Member must remove all contents prior to being stored.

## 7.0 STANDARDS AND SAFETY

1. There is no smoking in the Moorage Basin on Club Property.
2. 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.
3. All wheeled transportation, such as gas or batter 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.
4. Anchoring of any Vessel within the Moorage basin or fastening any Vessel to the breakwater is strictly prohibited.
5. Water supplied on the docks is not potable. The Club assumes no liability for the quality of the water supplied to the docks.
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.
8. 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.
9. 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 to demonstrate 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.
10. 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 (PCOC).The Club will require the owner of any Vessel moored in the Moorage basin to provide such proof in order to ensure compliance.
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 the 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 the marina and only in the specified areas. Members using these crafts do so at their own risk and must exercise extreme caution.
12. 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.
13. 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.
14. Members must store spinnaker and/or whisker poles on their sailboats at all times, not on the dock.
15. 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.
16. Paddleboards and Wake Board may not be tied to the dock boxes.
17. All Members must ensure their Moorage and electrical lines are stored neatly along the bull rail before exiting their Slip.
18. 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.

19. 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 shall 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.
20. Appropriate footwear must be worn when walking in the basin.
21. Heaters on Vessels left unattended are not permitted unless approved in writing by the Club Staff.
22. 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.

## **8.0 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 time 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 approval of Club Staff.

## **9.0 ACCESS TO MOORAGE**

1. Moorage 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. A temporary key card will be provided.
2. 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.
3. The Club will not provide Vessel access to the Moorage basin until such time as the Member has executed the Moorage Agreement, indicating that the Member commits to abide fully by the Moorage Regulations and Club Policies.

## **10.0 MOORING STANDARDS**

1. 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
2. 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.
3. 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.
4. All Vessels moored in the basin must be safely secured in their Slip.
5. 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.