

KELOWNA YACHT CLUB



MOORAGE REGULATIONS

Revised and Approved September 16, 2009

Kelowna Yacht Club Moorage Regulations

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Introduction

It is imperative that all KYC members that have been assigned moorage in the KYC Moorage Basin be familiar with and abide by the KYC Moorage Regulations. Lack of knowledge of KYC Moorage Regulations is not an acceptable excuse for violation of the regulations.

The latest revision changes are shown in italic-bold print for your convenience.

Revision Sept, 16, 2009 : see paragraph 2.17 and paragraph 10.03.

A. Definitions

In these Moorage Regulations:

“**Club**” means the Kelowna Yacht Club and where the context so requires, shall include the Board of Directors, Harbour Master, Moorage Director, Moorage Committee, and/or other authorized representative(s) responsible for implementing and/or enforcing Club bylaws, rules, resolutions and the Moorage Regulations as amended or replaced from time to time.

“**Club member**” means a Regular Member or a Life Member.

“**Harbour Master**” means the Club’s General Manager and/or Moorage Manager.

“**moorage**” means all of the privileges and responsibilities accompanying the assignment of a slip to a moorage member in the moorage basin, including, without limitation, all of the terms and conditions of the Moorage Agreement and Moorage Regulations.

“**Moorage Agreement**” means the Agreement between the Club and a member of the Club who has been offered moorage.

“**moorage basin**” means that tract or parcel of foreshore and/or land covered by water owned by the Crown and the City of Kelowna, including but not limited to, all docks, slips, and structures built thereon and including the floating breakwater, all of which are leased/subleased by the Club from the City of Kelowna for the Club’s purposes.

“**Moorage Director**” means that elected member on the Board of Directors of the Club whose responsibility it is to oversee the operation of the moorage basin.

“**moorage member**” means a Club member who has been assigned moorage in the moorage basin and has agreed to all of the terms and conditions of the Moorage Agreement and Moorage Regulations by signing the Moorage Agreement.

“**Moorage Move/Wait List**” means that chronological listing of Club members who are seeking permanent moorage, change of moorage, or wish to have their moorage temporarily reassigned.

“**Primary Member**” means the name of one Club member who has signed the Moorage Agreement with the Club with respect to a vessel in which one or more other Club members have an ownership interest.

“**slip**” means that space in the moorage basin assigned for berthing a vessel.

“**vessel**” means any recreational vessel which is owned and/or operated by any Club Member and complies with Transport Canada’s Small Vessel Regulations in force from time to time (See Transport Canada “Safe Boating Guide” and www.boatingsafety.gc.ca).

B. The paragraph captions or headings in these Moorage Regulations are for convenience only and do not define or in any way limit the scope or intent of the Regulations.

1. Moorage Basin, Club Premises and Liability

- 1.01 All moorage space in the moorage basin is subject to any lease/sublease agreement in place between the City of Kelowna and the Club from time to time (herein referred to as “Club premises”). Moorage members shall have no proprietary rights to any assigned slips.
- 1.02 Any loss or damage to a vessel (including its contents and any and all attachments), while moored at the Club, shall be borne solely by the owner of the vessel.
- 1.03 Vessel owners shall be liable for any loss, damage, or destruction caused to Club premises by the vessel, whether under the operation and/or care of the owners, or any other person with or without the owners’ consent, both jointly and severally with such vessel owners.
- 1.04 Vessel owners 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, however caused, that such vessel owners, their family, guests, and invitees may suffer.
- 1.05 Vessel owners acknowledge that his/her moorage in the moorage basin is voluntary and on behalf of himself/herself and his/her family members, guests and invitees, further acknowledges that when present in the moorage basin, they are there solely at their own risk for which the vessel owners assume all responsibility and liability.
- 1.06 Vessel owners shall provide the Club office with evidence of legal ownership of the vessel, such as legal registration and/or Bill of Sale, and shall maintain valid liability insurance for the vessel at all times while moored in the moorage basin and shall provide evidence of such insurance to the Club office. If a vessel has more than one owner, the insurance policy must be in the names of all owners. Prior to the expiration date of any insurance policy covering a vessel, the vessel owner shall provide evidence of renewal of liability insurance, failing which access to the moorage basin via gate key card/fob or any other means will be denied. Failure by the vessel owners to have adequate and valid liability insurance covering the vessel at any time shall be grounds for immediate cancellation of moorage. Liability insurance shall be a minimum of one million dollars (\$1,000,000) on each vessel moored in the moorage basin.

2. Application for and Assignment of Moorage

- 2.01 Club member may apply to the Club for moorage of one vessel.
- 2.02 Club members who are paying a non-resident fee, members taking a one-year leave of absence, junior members, members in default, or members subject to disciplinary action, shall not be assigned moorage.

- 2.03 A request for new moorage shall be made in writing on the application form provided by the Club and shall be submitted to the Club office.
- 2.04 The Club reserves the right to refuse any moorage application on the basis of a visual inspection of the vessel.
- 2.05 A request for change of moorage (“relocation”) shall be made in writing on the request form provided by the Club and shall be submitted to the Club office along with any required deposit and shall provide reasons for the requested relocation.
- 2.06 All applications for new moorage or requests for relocation must include the vessel type and/or model, beam dimension, and overall length.
- 2.07 Moorage will only be assigned to Regular and Life members and the Harbour Master. Assigned member moorage can only be held in the name of one member (the Primary Member). Should other members own an interest (partnership) in the Primary Member's vessel they are subject to these Moorage Regulations and, further, should moorage by the Primary Member cease for any reason, the remaining partner(s) must apply for new moorage and will be subject to all requirements of the Moorage Move/Wait List and the Moorage Regulations.
- 2.08 The Club shall decline an application for moorage where a non-member has a proprietary interest in the Primary Member’s vessel. Where the Primary Member is a partner with another Club member or members, proof of legal ownership of the vessel, such as legal registration and/or a Bill of Sale, together with evidence of insurance coverage must be provided to the Club office showing ownership/partnership by such Club members in the vessel.
- 2.09 The Club reserves the right to assign or reassign moorage of any vessel in the moorage basin for any reason it deems necessary, including, but not limited to, factors such as safety, navigational constraints, slip size, good boating practices, and best use of space.
- 2.10 Upon assignment of new moorage, the moorage member must sign the documents required by the Club, pay the required refundable deposit (currently \$250), pay the annual moorage fees, and place a suitable vessel in the assigned slip within 90 days. Reassignment of the moorage by the moorage member is not permitted. If a suitable vessel has not been placed in the slip within 90 days, moorage shall be forfeited and prorated for costs. A Club member who is offered moorage and does not yet have a vessel must pay for the full length of the assigned slip until final details of the Club member's vessel are known at which time moorage costs may be adjusted. Any exception to this Regulation requires the approval of the Board of Directors.

- 2.11 All requests for relocation or applications for new moorage will be listed chronologically on a Moorage Move/Wait List. A deposit (currently \$100) is to be paid upon application for relocation; the relocation deposit will be credited to the Club member's moorage account following acceptance of the moorage requested. If the Club member declines the assignment of moorage of the type requested, the deposit shall be forfeited and the Club member's name shall be removed from the Moorage Move/Wait List. New Club members requesting moorage for the first time are not required to pay a deposit. If a Club member declines new moorage when offered, the Club member's name shall be removed from the Moorage Move/Wait List; however, should the Club member who has declined new moorage wish to have his/her name remain on the Moorage Move/Wait List, the Club member's name shall be placed at the bottom of the Moorage Move/Wait List following payment of the required deposit (currently \$100). The deposit will be credited and/or forfeited in the same manner as a relocation deposit, described above.
- 2.12 Club members applying for new moorage or requesting relocation may be contacted by the Club from time to time to confirm whether or not they wish to remain on the Moorage Move/Wait List and whether or not their requirements remain the same.
- 2.13 Any moorage member requesting a slip for a vessel of a specific size on a specific dock or a specific location on a dock of like (same) size slip (which does not compromise the Moorage Move/Wait List) shall have his/her name move up the list until the specific request is satisfied.
- 2.14 Any Club member who purchases a vessel that is not suitable to the currently assigned moorage for that Club member must apply for change of moorage and his/her name will be placed on the Moorage Move/Wait List. Such Club member may be required to remove the unsuitable vessel from the moorage basin until such time as suitable moorage is available.
- 2.15 The Club may reassign vessels ("required moves") within the moorage basin to make best use of moorage space. Such moves are not optional and moorage members whose vessels are moved may apply for reassignment by application and their names will be placed on the Moorage Move/Wait List. Such applications do not require a relocation deposit. Required moves will take priority over all other requests on the Moorage Move/Wait List.
- 2.16 Any moorage member who leaves his/her assigned moorage vacant for any extended periods of time must advise the Club; during any such period of vacancy, the Club may, in its sole discretion, temporarily reassign such moorage to others, including, but not limited to, members from visiting Yacht Clubs who have reciprocal moorage privileges. Should a moorage member leave his/her assigned moorage vacant for one full moorage year, the slip is automatically returned to the Club for permanent reassignment.

- 2.17 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.

<u>Slip Size</u>	<u>Vessel lengths accommodated</u>
40 ft.	Over 38 feet, up to and including 42 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.	Up to and including 23 feet over all.

All vessels must be measured to include the full length between the forward and aft extremes. The measurement shall include the entire vessel length and all overhanging components, pulpits, bowsprits, anchors, swim grids, inboard/outboard legs, outboards and dinghies.

The Club's measurement of any vessel shall prevail if any dispute arises.

Where feasible, and at the discretion of the Moorage Manager/Harbour Master, vessels moored in slips along the main dock may exceed the overall maximum length for their assigned slip by up to 2 feet.

- 2.18 Any Club member seeking moorage for a vessel having an overall length beyond 40 feet must obtain specific approval from the Club's Board of Directors.
- 2.19 Any moorage member who ceases to use his/her assigned moorage for any reason shall retain the privileges to such assigned moorage for the remainder of the moorage year. Such moorage member may apply to the Club for approval to have the slip reassigned to another member who has a suitable vessel for the remainder of the moorage year.
- 2.20 No moorage member shall be entitled to use more than one moorage slip of any kind except for rack storage, as available for non-motorized tender or sailing dinghy, or assigned personal water craft moorage, where available, along Dock "B".
- 2.21 A decal supplied by the Club indicating the current moorage year and assigned slip shall be affixed to the moorage member's vessel as follows: on the starboard bow (for those vessels moored with the bow facing the main dock) or starboard stern (for those vessels moored with the stern facing the main dock), in a location that is clearly and fully visible from the main dock. Failure to comply will result in member gate key card/fob access to the moorage basin being denied. A fee of \$20 will be charged for each reinstatement of the moorage member's gate key card/fob access with the exception of the first reinstatement which may be waived in the discretion of the Club.
- 2.22 Any moorage member whose assigned slip does not have electrical power supplied 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. Moorage members consuming electrical power without the consent of the Club, and/or without paying for permanent power are subject to loss of moorage.

- 2.23 When moorage slips are required for special events, the vessel owners will be requested to move their vessels. Vessel owners who do not move their vessels when requested to do so will be charged \$50 for each vessel moved and the Club assumes no liability whatsoever for moving the vessels.
- 2.24 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 10 houseboat slips available at the Kelowna Yacht Club.

3. Temporary Moorage

- 3.01 A moorage member may apply to the Club for approval to have the moorage member's slip reassigned for a maximum of one single moorage year after which the member must occupy the slip within 90 days of the start of the subsequent moorage year (by June 1st) or the slip is automatically returned to the Club for permanent reassignment. Both the moorage member and the assignee of the moorage slip must sign all documents required by the Club. Should any moorage member permit another member to use his/her assigned moorage for a vessel other than that assigned to the slip without the prior written approval by the Club, the unauthorized vessel occupying such assigned moorage shall be immediately removed; if the moorage member fails to direct the immediate removal of the unauthorized vessel, it shall be removed by the Club and all expenses related to the removal shall be charged to the moorage member. The Club assumes no liability whatsoever should the Club be required to move any unauthorized vessel.
- 3.02 Members of other Yacht Clubs with reciprocal privileges may request temporary moorage at the Club, the approval and assignment of which, shall be by authorized representatives of the Club. The visiting reciprocal member whose vessel is assigned temporary moorage must provide the Club with evidence of vessel ownership, evidence of insurance, pay the required gate key card/fob deposit (currently \$20) and display a visitor sticker on the vessel for the duration of their stay. Any visitor stay over three days requires specific re-approval by the Club. All reciprocal visitor moorage will be on a first come, first served basis.

4. Tenders & Dinghies

- 4.01 A tender, dinghy or personal watercraft may be secured along side 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 approved by the Club, in writing, and shall not add to the overall length of the parent vessel's requirement.
- 4.02 Personal watercraft may be operated in the moorage basin upon written permission by the Club. Evidence of ownership and evidence of insurance of such vessels must be on file with the Club. Personal watercraft must not be operated by anyone other than Club members while in the moorage basin.
- 4.03 Members who own personal watercraft and are seeking permanent watercraft moorage may place their names on the Moorage Wait/Move List for such moorage.

5. Change in Ownership

- 5.01 A moorage member offering his/her vessel for sale, or his/her agent, may display a discreet “for sale” sign on or within the vessel and on the Club bulletin board. Moorage members must accompany any prospective purchaser or provide advance notification to the Club for entry into the moorage basin by a member's agent.
- 5.02 Where a moorage member sells his/her vessel to another Club member, the purchasing member must either be on or place his/her name on the Moorage Move/Wait List to obtain permanent moorage for the vessel. Should the selling moorage member no longer require moorage for a replacement vessel and should the purchasing member be in a seniority position on the Move/Wait List, the Club may approve permanent reassignment of the moorage member’s slip to the purchasing member; if, however, the purchasing member is not in a seniority position on the Move/Wait List, the Club may approve reassignment of the moorage member’s slip to the purchasing member only for the remainder of the moorage term, subject to all Moorage Regulations and completion and execution of all documents required by the Club. Should the selling moorage member permit another member to use his/her assigned moorage without prior written approval by the Club, any unauthorized vessel occupying such assigned moorage shall be removed at the moorage member’s direction and expense. The Club assumes no liability whatsoever should it be required to move any unauthorized vessel.

6. General

- 6.01 Moorage fees shall be based on the length of the assigned slip or overall length of the vessel, whichever is greater.
- 6.02 All moorage fees shall be payable annually in advance and shall be limited to the twelve (12) month period from the due date of March 1st. If March 1st falls on a holiday or weekend, the due date will be the first business day following March 1st. Moorage may be paid by cash, cheque, post-dated cheque, credit card or on-line banking. Moorage fees must be received by the Club office no later than 5:00 PM on the due date.
- 6.03 Only the Club office “RECEIVED/date stamp” will be evidence of payment by the due date. Postal service date or postage date shall not be considered in determining date of payment.
- 6.04 Should moorage payment be received by the Club office after the due date for the moorage assigned, then such moorage is automatically forfeited and the late payment along with the refundable moorage deposit will be returned to the moorage member.
- 6.05 A member losing moorage because of late payment will be advised in writing and shall be entitled to reapply for moorage on the Moorage Move/Wait List.
- 6.06 Moorage members and their family, guests and invitees must conduct themselves in a manner that is not detrimental to the safety or quiet enjoyment of others.

- 6.07 While moored in the moorage basin, sailboats must have halyards secured to provide quiet enjoyment to users of the moorage basin.
- 6.08 Anchoring of any vessel within the moorage basin or fastening of any vessel to the breakwater is strictly prohibited.
- 6.09 Water supplied on the docks is not potable (**therefore, do not drink**). The Club assumes no liability for the quality of the water supplied to the docks.
- 6.10 Water supplied to the docks is provided free of charge; however, the Club reserves the right to charge a fee for the water supplied.
- 6.11 While on the docks, dogs must be kept on a leash in the hands of a competent person at all times; all excrement must be immediately cleaned up and removed from Club premises.
- 6.12 Gates or doors to the Club premises shall not be left open unless approved by the Club.
- 6.13 Roller-blades, skateboards, and bicycles shall not be ridden on the docks.
- 6.14 Outboard motors shall be kept in the “down” or vertical position when the vessel is moored.
- 6.15 Vessels moored at the Club shall not be used for permanent living quarters.
- 6.16 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 will be required to seal such fittings while moored in the moorage basin. The pumping or pouring of bilge water, petroleum products or sewage is strictly prohibited. No litter shall be thrown overboard, left on the docks or left within the moorage basin. The discharge of waste from portable toilets within the moorage basin or in the Clubhouse is strictly prohibited.
- 6.17 All power driven vessels must have engine noise muffling equipment in use at all times while in the moorage basin.
- 6.18 All vessels moored in the moorage basin must conform to all Federal, Provincial and Municipal governmental laws and regulations and are subject to the Club’s Moorage Regulations and any and all other rules and requirements issued by the Club.
- 6.19 Prior approval of the Club must be obtained before any materials, including, but not limited to cleats, may be attached to the dock or inside of a finger. The mounting of dock whips is specifically prohibited.

- 6.20 Dock boxes, which must be completely white, must be mounted on the bull rail flush with the exterior edge of the dock or may be mounted on the dock flush with the bull rail if special permission is granted by the Club. Dock boxes must be kept in a good and safe state of repair. Wooden dock boxes must be repainted when necessary to retain their appearance. Dock boxes not kept in good condition will be removed to the Muster Station following written notice to the moorage member. If the dock box and contents are not claimed by the moorage member within 90 days thereafter, the Club may dispose of the box and contents with no liability to the moorage member whatsoever.
- 6.21 Only one dock box per slip is permitted unless special permission to do otherwise is granted by the Club, except for Docks A & B where dock boxes are not permitted. Dock boxes shall not exceed the following dimensions: 60" long, 25" high and 24" wide.
- 6.22 Effective August 1, 2009 wooden dock boxes will not be permitted, however those on the docks prior to this date will continue to be allowed providing they are kept in good repair.

7. Standards and Safety

- 7.01 The Club reserves the right to set acceptable standards for all vessels moored within the moorage basin. Such standards will be determined by the Board of Directors and enforced by the Club.
- 7.02 Any moorage 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 remove such vessel from the moorage basin. If such moorage member has not placed a suitable vessel in the moorage slip within 120 days of such notice, such moorage is automatically forfeited and the moorage fees will be prorated for costs and the balance refunded to the moorage member along with the refundable moorage deposit.
- 7.03 Any vessel which is in danger of sinking, or is an immediate hazard to other vessels, or Club premises, must be removed from the moorage basin forthwith by the vessel owner; any and all related expenses, losses and/or damages shall be charged directly to the account of the moorage member in whose slip the vessel is located, including, but not limited to those related to the Club's removal of the vessel to storage, including all costs of storage.
- 7.04 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 demonstrate their vessel is able to do so. Any moorage member whose vessel does not meet such standard shall have a maximum of 30 days to conform to the stated standard after being notified in writing or shall remove their vessel from the moorage basin. If such moorage member has not placed a suitable vessel in the moorage slip within 120 days of such notice, such moorage is automatically forfeited and the moorage fees will be prorated for costs and the balance refunded to the moorage member along with the refundable moorage deposit.

- 7.05 Vessels moored in the moorage basin must be equipped in accordance with the Canadian Coast Guard “Small Vessel Regulations.” The Club may require the owner of any vessel moored in the moorage basin to permit an inspection of their vessel in order to ensure compliance.
- 7.06 Effective September 15, 2009 all persons who operate a pleasure craft of any size fitted with a motor in the moorage basin must carry proof of competency which means:
- a.) proof of having successfully completed a boating safety course in Canada prior to April 1, 1999 or
 - b.) having a Pleasure Craft Operators Card issued following the successful completion of an accredited test. The club may require the owner of any vessel moored in the moorage basin to provide such proof in order to ensure compliance.
- 7.07 All vessels underway within the moorage basin shall proceed dead slow, in a cautious seamanlike manner, so as not to cause swell, and not cause damage to other craft or to Club premises. Outbound vessels shall have the right of way over all other craft at entrances through the breakwater.
- 7.08 Each moorage member shall be responsible for the safe mooring of their vessel and shall supply and maintain safe docking lines fitted with snubbers. Overhanging of the dock by the vessel’s bow, bowsprit, anchor, swim grid or stern shall be prohibited under all circumstances. If insufficient or damaged lines are being used, the member shall be informed and must comply immediately; otherwise, the Club may retie the vessel and charge the costs of the docking lines to the moorage member’s account. See attached Appendix 1 – Standards for securing boats at the Kelowna Yacht Club Moorage Basin.
- 7.09 All electrical power outlets used in the hook up to shore power shall meet the requirements of the Canadian Electrical Code. Those moorage members whose vessels do not meet Code requirements will be denied power. On serviced slips, 20 and 30 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. Continuously operated electrical appliances of any kind are not permitted on the dock or within a dock box.
- 7.10 The storage of flammable liquids, oily rags, etc. is prohibited on the docks in the moorage basin.
- 7.11 Pouring or transferring of flammable liquids or vessel re-fuelling 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 owner is in attendance at all times. The use of unprotected light bulbs is prohibited.

- 7.12 Children under the age of 10 must be accompanied by an adult at all times while in the moorage basin and must wear properly fitted lifejackets and, due to the potential for wood splinters, proper footwear.
- 7.13 Swimming within the moorage basin is strictly prohibited.
- 7.14 Safety gear provided on the docks shall be used only for emergency purposes except for children’s personal flotation devices which are available on a loan basis.
- 7.15 Moorage members must store spinnaker and/or whisker poles on their sailboats at all times and not on the dock. Similarly, any boat equipment, cleaning materials and/or cleaning equipment, etc. must be stored either on the moorage member's vessel or in their dock box and not on the dock. Where items may be longer than the dock box and may 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.
- 7.16 Members of the Moorage Committee periodically inspect vessels and slips to ensure compliance with the Moorage Regulations. Where failure to comply is noted, a Violation Tag is affixed to the vessel and the Club office contacts the moorage member to advise that his/her vessel or slip is in need of attention. If the matter is not attended to within one week, the moorage member’s access to the basin via gate key card/fob shall be denied. If there is no response within two weeks, then the moorage member will receive a letter notifying him/her to appear before the Board of Directors to explain why he/she should continue to hold moorage.
- 7.17 The Club assumes no liability whatsoever for moving any vessel.

8. Commercial Activities

- 8.01 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 in connection therewith.
- 8.02 Boat dealers shall not conduct commercial boat sale activities within the moorage basin other than acting as agents for moorage members selling their vessels, with the exception of the time period set for the Annual Boat and Leisure Show.
- 8.03 No advertising shall be visible on any vessel while moored in the moorage basin with the following exceptions:
 - a. A discreet “for sale” sign on or within the vessel by a member (or the member’s agent) offering his/her vessel for sale.
 - b. The time period set for the Annual Boat and Leisure Show.

9. Winter Moorage

- 9.01 Where a moorage slip has been vacated for the winter season by a moorage member, the Club may temporarily reassign such slip.

- 9.02 Temporary winter reassignment of a slip may be made to a Club member provided space is available (including moorage for more than one vessel for the winter reassignment only). The Club member who is assigned temporary winter moorage for his/her vessel(s) shall be charged an amount proportionate to the regular annual moorage fee based upon the period that the slip(s) is/are reassigned and based upon the slip length or vessel length (whichever is greater), and shall be subject to and comply with any and all Moorage Regulations and Club requirements.
- 9.03 Any slips with metered power which are used for winter moorage of vessels will be subject to a bimonthly charge for all metered power used during the winter season. A flat rate for electricity will be charged for any vessel requiring electrical service that is not in a metered slip based on the average charge for those vessels in a metered slip for the winter season. [Note: The power cost charged in the annual moorage fee applies only to summer power consumption.]
- 9.04 Members who leave a vessel in the moorage basin over the winter and who are out-of-town for any length of time must appoint an individual who has access to the moorage basin to act as custodian of their vessel. The Club office must be provided with the name and telephone number of the appointed individual. If the Club is required to spend time attending to a vessel in need of assistance (other than for normal telephone calls or time spent in an emergency), the Club shall charge the Club member who owns the vessel for such time.

10. Access to Moorage

- 10.01 A moorage member shall inform the Club prior to the arrival of any maintenance personnel servicing his/her vessel.
- 10.02 A moorage member must not lend or provide a non-member with a gate key card/fob to access the moorage basin unless both the moorage member and non-member are on Club premises. Any other provision of access to a non-member will result in suspension of the moorage member's access to the moorage basin and Clubhouse for a period of time determined by the Board of Directors and, for repeated offences, may result in loss of moorage and/or Club membership.
- 10.03 ***Moorage members may, on occasion, at the discretion of the Moorage Manager/Harbour Master, allow adult immediate family members access to the moorage member's vessel without the member in attendance. If the Moorage Manager/Harbour Master approves, the moorage 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.***
- 10.04 The Club shall not provide gate key card/fob access to the moorage basin until such time as a moorage member has completed and executed all documents required by the Club.