

MOORAGE CONTRACT
Terms and Conditions

- (1) This agreement shall for all purposes be construed to be a storage contract and the provisions of the Warehouse Lien Act, RSBC 1996 Chapter 480 shall apply.
- (2) The terms and conditions of this moorage contract shall apply to both the boat owner, and the registered owner, and shall not be exercised by either until both the registered owner and the boat owner have signed this agreement with Marina administration or the PYC and are parties to the agreement and the same be accepted by an officer or authorized staff of the Penticton Yacht Club, hereinafter being referred to as "PYC".
- (3) The PYC, for any reason, may assess a penalty or cancel this agreement, if an owner, his guests, or servants violate any provisions of this agreement. The owner shall, upon cancellation of this agreement, remove his boat forthwith from the marina.
- (4) All boats, their contents and attachments while at the marina shall be entirely at the owner's risk with respect to any loss or damage sustained.
- (5) The boat owner shall be liable for any loss, damage or destruction, caused to the marina property by the owner's boat, whether under operation and/or care of the owner, or any other person on board with the owner's consent, both jointly and severally with such person.
- (6) Any vessel, which in the opinion of Marina administration or PYC BoD, is in danger of sinking or is a hazard to other vessels or the premises, may be removed forthwith with all related expenses, losses and/or damages charged directly to the account of the vessel's owner.
- (7) All fees shall be payable in advance. Moorage in the marina is prohibited until the marina office has a current copy of liability insurance and moorage has been paid in full.
- (8) A moorage holder who has sold, retired, or destroyed his boat shall retain the right to use that berth for the remainder of the season but must register the new vessel with the administration office, pay any difference in fees and provide proof of insurance. A moorage holder may not advertise or attempt to sell a berth to another party. If the moorage holder wishes to vacate the berth, the administration office must be notified so as to provide partial reimbursements determined by the ability to re rent that space less the administration costs. See item (33)
- (9) Requests for change of moorage shall be made in writing to the administration office following the policy on requests to move.
- (10) The PYC reserves the right to re-allocate any boat moored at the marina consistent with safety, good boating practices, and good use of space.
- (11) All boats underway within the marina shall proceed dead slow and in a cautious seaman like manner, so as not to cause a swell or wake. Sailing in the marina is prohibited. Outbound boats shall have the right of way over all other craft at the entrance to the marina.
- (12) A boat owner who has moorage in the marina and wishes to loan his boat must first make written arrangements with Marina administration for access to the marina of the person borrowing the boat.
- (13) Maintenance and repair persons shall obtain prior authorization (on each occasion) from Marina administration to enter the moorage area. Boat owners and/or their agent shall provide all necessary information.
- (14) Visiting boats may request moorage by signing a moorage contract and prepaying berthing charges. Approval and assignment of such shall be by Marina administration.
- (15) The anchoring of any boat within the marina is prohibited.
- (16) Each boat owner will be responsible for the safe mooring of his boat, in a seaman like manner and shall supply (properly sized and maintained) docking lines. Minimum sizes and recommended methods available from the marina office.
- (17) No tires, non-approved bumpers or other material shall be fastened to the docks. Bumper materials must conform to the PYC's specifications and have prior approval of Marina administration before installation.
- (18) Boats in the marina basin shall not be used for permanent living quarters.
- (19) Temporary electrical power outlets shall only be used for minor repairs and cleaning, and may be interrupted or discontinued at the discretion of the marina administration or PYC. Non dedicated outlets are not to be used as personal dedicated outlets.
- (20) Storage of flammable liquids, oily rags, etc., is prohibited on the docks. Pouring or transferring of any flammable liquids within the moorage basin is prohibited. Failure to comply may result in immediate and permanent termination of moorage and PYC membership.
- (21) Reflective, flame or oil burning heaters shall not be used within the moorage basin unless the owner or someone designated by him, be in attendance at all times. The use of unprotected light bulbs is strictly prohibited.
- (22) The use of through-hull toilets is prohibited. Pumping or pouring of bilge water, petroleum products or sewage is prohibited. No litter shall be thrown overboard, left on the docks or within the moorage basin area.
- (23) Swimming and fishing within the marina basin is prohibited.
- (24) Dogs must be kept on a leash, in the hands of a competent person at all times. The owner must immediately clean up excrement and remove it from the marina. "Pets must be restrained, for the quiet enjoyment of all moorage holders".
- (25) Children under the age of 10 must be accompanied by an adult at all times within the moorage area.
- (26) Safety gear, fire hoses and Extinguishers provided on the docks shall be used only in an emergency.
- (27) Bicycles, skateboards and all other forms of wheeled recreational product shall not be ridden on the docks.
- (28) Gates or doors to the marina shall not be left open unattended for any reason.
- (29) Outboard motors shall be kept in the "down" or vertical position when the boat is moored.
- (30) Dinghies shall not be stored on the dock but may be stored within the confines of the owner's berth if approved by the marina administration. Inflatable water toys must be kept on the owners boat (not in the water or on the dock). A motorized tender or PWC may not be stored as a secondary vessel in a berth. Arrangements can be made to provide moorage on L dock or other berths as assigned by marina administration.
- (31) Boat owners, their guests and servants must conduct themselves in a manner that is not detrimental to the safety or quiet enjoyment of others.
- (32) Each boat owner shall have & maintain liability insurance (min. \$2,000,000) for his/her boat and prove this fact to the satisfaction of Marina administration. Rider policies will no longer be accepted. All vessels must have their own separate boat insurance. Vessels must comply with all Federal, Provincial and Municipal statutes.
- (33) The moorage space assigned to the boat owner, or any other space allocated to the boat owner in accordance with Item 8 of this agreement shall not be assigned or sub-let by the boat owner. The marina administration and PYC shall have absolute discretion to refuse consent and terminate this agreement in the event of such attempted assignment or sub-letting upon written notice to the owner. Any boat occupying such space shall be removed at the owner's expense. The marina administration and PYC will handle all affairs or a sublet for that season as per the sublet policy of the day.
- (34) No "commercial" enterprise will be allowed in the marina basin without the written permission or commercial contract of the marina administration or PYC.
- (35) The boat owner, and the registered owner, shall indemnify and hold harmless the PYC from any costs the PYC incurs as a result of the boat owner's personal intruder or security alarm that requires intervention by the police, marine administration or marina security.
- (36) Any materials and supplies owned by PYC and used to properly contain and cleanup a spill (i.e., gasoline, oil, toxins, etc.) will be charged back to the polluter.

(37) The duration of this moorage contract shall be from April 1st of each year to October 31st of the same year. If any boat is left in the marina after October 31st, the PYC will have the right, but not the obligation, to remove the boat to public storage. The boat owner and registered owner hereby agree to indemnify and hold harmless the PYC of any and all costs it incurs as a result of placing the boat in public storage.

(38) Boat construction or major repairs, (as determined by the PYC), are strictly prohibited in the marina basin.

(39) Boats, Trailers, Cradles or other such personal effects, will not be stored on marina property, at anytime, with the exception of "paid" moorage and winter storage. Any such personal effects (including blocks and dunnage) will be removed and disposed of, on or before May 1st.

(40) Alteration or tampering of marina electrical facilities is strictly prohibited. All costs of restoration are at the expense of the moorage holder.

(41) All docks and fingers, at all times, must be kept clear of materials including but not limited to barbecues, storage lockers, lawn furniture, building materials, etc.

(42) Payment, for seasonal moorage, must be paid, in full, by April 1st to retain right of use to any specific or assigned berth.

(43) Dangerous goods are strictly prohibited in the marina basin.

(44) If a moorage holder is reported by other moorage holders or observed by staff, breaching terms / conditions (specified on the moorage contract) or City Bylaws and subsequently receives 3 letters of warning from Marina administration or PYC BoD, they will forfeit their moorage berth and be required to permanently leave the marina basin.

(45) The boat owner and registered owner shall indemnify the PYC and shall save the PYC harmless of and from any and all liability, loss, damage or expense which it incurs by the boat owner's and/or the registered owner's failure to perform and discharge their duties and obligations pursuant to the terms and conditions of this Agreement or by reason of any claim or demand against the boat owner and/or the registered owner based on the enforcement of the PYC's rights under this Agreement.

(46) All sums paid or expenses incurred by the PYC, which ought to have been paid or incurred by the boat owner and/or the registered owner, or for which the PYC hereunder is entitled to reimbursement from the boat owner and/or the registered owner may be recovered by the PYC as additional fees, expenses and charges by any and all remedies available to the PYC for the recovery of fees, expenses or charges in arrears. In the event that it shall be necessary for the PYC to retain the services of a solicitor or any other person for the purpose of assisting the PYC in enforcing any of the PYC's rights hereunder in the event of default on the part of the boat owner and/or the registered owner, the PYC shall be entitled to be reimbursed, from the boat owner and/or the registered owner, the reasonable cost of all such services and the boat owner and the registered owner hereby agree to indemnify and hold harmless the PYC any and all reasonable expenses and disbursements that it incurs enforcing the PYC's rights under this contract.