



RULES AND REGULATIONS

(2nd edition, amended Feb 2010)

1.0 GENERAL RULES AND REGULATIONS

- 1.1 The Lakeshore Yacht Club (LSYC) is for the exclusive use of its Members and their guests.
- 1.2 The onus of identity is on the Member. Accordingly, any person on Club premises may be challenged by a member of the Board, a Club Officer (including the Officer of the Day), any Member, an employee of the Club, or externally contracted security personnel and shall be required to produce his/her membership card upon request, or provide reasonable proof that he/she is a guest of a Member.
- 1.3 Members of the Club are responsible for the conduct of their guest(s) or members of their family and shall be present on Club premises simultaneously with guests.
- 1.4 The actions of an employee of the Club or any Member working at the Club or acting in the capacity of an Officer of the Club where such action results from an interpretation of Club Bylaws, Rules and Regulations, or other instruction(s) authorized by the Board shall not be challenged by a Member or his/her guest.
- 1.5 Members of the Club shall advise the Board in writing of any complaints they may have. This does not preclude a Member from first advising a Board Member verbally.
- 1.6 No Member, guest or visitor may, by their personal conduct, disturb or interfere with the rights of any other Member, or their families or guests, to enjoy the facilities of this Club. Boisterous behaviour, drunkenness, foul language or any behaviour or activity that is disturbing to other persons may be cause for ejection from Club premises and/or discipline under the Club Bylaws. This rule requires that responsible people make responsible compromise.
- 1.7 Members, guests and visitors are expected to cooperate fully in the maintenance of security, a clean harbour, dockyard and Clubhouse premises including washrooms and shower facilities.
- 1.8 Alcoholic beverages shall not be consumed on, or open bottles, glasses, or containers carried on or through the public areas adjoining the Club facilities.
- 1.9 No pets or animals of any kind may be brought into or left within any building located on the Club Premises. Dogs shall be kept on a leash at all times while on Club Premises. A Member or a guest of Member shall immediately remove any excrement deposited anywhere on the Club Premises by any dog or other animal under his or her care or control.
- 1.10 Members are encouraged to be helpful to visitors and other Club guests. This may include assisting in mooring, providing Club or local information, and signing in visitors. [Board revision, 2005]
- 1.11 Under no circumstances shall a Member disclose to a third party any personal information regarding another Member of the Club. The only exception would be in the event of an emergency (i.e., disclosure to emergency services). Any request for information from any non-member, including government authority or law enforcement officer, must be directed to the Board. [Board revision, 2005]
- 1.12 In addition to Club Bylaws, Members, their families and guests shall abide by all Club rules, regulations and policies. [Board revision, 2005]

2.0 MEMBERSHIP – GENERAL (From Original Bylaws)

- 2.1 Application Procedure. Application for membership is overseen by the Membership Committee in accordance with Bylaw 4.11 and detailed procedures entitled *Protocol for Selection of Potential New Members* and the *Member Applicant Interview Process*.
- 2.2 Annual Work Quota Exemptions (Reference Bylaw 11.01):
- Directors may consider circumstances for exemptions and variations to the required work and Annual Quota assigned to a particular Member;
 - in any year, a Member requesting an exemption or variation must do so in writing to the Secretary as soon that Member becomes aware of the reason for the request;
 - Directors will consider any such request at the next scheduled Board meeting and will notify the Member of the directors' decision within a reasonable period of time thereafter; and
 - with the exception of unforeseen circumstances such as a sudden illness or injury, no requests for exemption will be considered after 1 Sep of that year.
- 2.3 New Member Annual Work Quota (Reference Bylaw 11.02). Directors will consider, on a case-by-case basis, waiving hours for members joining within 60 days of year-end (i.e., after 1 Oct).
- 2.4 Posting Annual Quota and Contributions (Reference Bylaw 11.03):
- the Annual Quota, including commercially-based rate, will be announced at the Annual Meeting and subsequently published in the posted minutes of that meeting;
 - if possible, the Treasurer will include the required Annual Quota for each member with the invoice received by each Member in respect of his/her annual fees;
 - any Member may request his/her information at any time from the Secretary;
 - the contributions of each Member towards satisfying the Annual Quota will be posted on Club premises on a monthly basis from May through December;
 - as per Bylaw 11.03, the onus is on the Member to immediately bring any discrepancy to the attention of the Board by providing copies of signed and dated work chits;
 - Committee Coordinators will maintain a log of member participation for Officer of the Day and Garden Committee therefore work chits are not required for these tasks; [Board revision, 2005]
 - signed work chits and authenticated work party logs are accepted as verification of hours worked; and [Board revision, 2005]
 - work chits must be signed by the project/crew leader or a Director (i.e., a member cannot sign his/her own work chit unless that member is a Director).
- 2.5 Remitting Fees in lieu of Working Hours (Reference Bylaw 11.04):
- any Member may choose to remit fees at the commercially-based rate attributable to the work required to be performed by him or her in lieu of working hours by providing notice of his or her intention to do so in writing and submitted to the Board on or before March 15th of each year;
 - the Board will consider all such requests at its next scheduled meeting and approval will form the basis of a written agreement between the Club and the Member;
 - payment for the hours must be submitted in full upon invoicing on or around the start of the new fiscal year (1 December) in accordance with the Bylaws; and
 - failure to pay within the stipulated time limit will result in action under Bylaw 12.03.
- 2.6 Notification of Hours Owed (Reference Bylaw 11.05):
- any Member, including a Family Member, who has attained the age of nineteen (19) may contribute worked hours against the Annual Quota of any other Member provided that the Directors approve the transfer of hours from one Member to another;
 - due to liability and insurance considerations, non-members will not be permitted to contribute worked hours for a Member;
 - with the exception of New Members as defined under the Bylaws and in the absence of any agreement with the Directors, any Member who has not attained fifty percent (50%) of his/her

Annual Quota by September 1st may not use the transfer of hours from another Member to satisfy his or her Annual Quota;

- d. any Member who has not attained 50% of the annual quota by September 1st will not be eligible to serve on an Appeal Committee in that fiscal year; and
- e. any Member who has not attained 50% of the annual quota by September 1st will not be eligible to stand for election at the November General Meeting.

2.7 Seniority Points (Reference Bylaw 13.02(g)). Members shall earn seniority points for the purpose of allocation of Moorings in the following manner:

- a. two (2) seniority points for each year that a Member holds a Class W Debenture;
- b. one (1) seniority point for each year that a Member holds a Class D Debenture;
- c. one (1) seniority point for each year that a Senior Member pays a Senior due in full;
- d. one (1) seniority point for each year that a Senior Member pays annual wet fees in full;
- e. one half of one (1/2) seniority point for each year that a Senior Member pays annual dry storage fees in full; and
- f. one half of one (1/2) seniority point for each year that a Social Member, a Junior Member or Non-Resident Member pays a Membership fee in full.

Upon the resignation or termination of a Member, all accumulated seniority points are forfeited.

3.0 **PROPERTY**

- 3.1 The Club shall not be responsible for the loss or damage including damage by fire, of personal property of a Member or guest that is left at or stored in any space or facility on Club premises, including but not limited to a dock, locker, Club building, mast rack, winter storage area or dry sailing area, generally made available for use by Members and guests regardless of whether such space or facility is specifically assigned or rented for a fee to a Member or guest.
- 3.2 Club furniture, tools or other equipment must not be removed from Club premises without written authorization by the Board. Members who wish to use Club tools or equipment for personal use on Club premises must ensure that they are familiar with proper and safe operation of the equipment and that it is returned in good working order to its original place of storage. Members will be held accountable for any damage caused by improper use of Club equipment or property.
- 3.3 The use of heavy equipment owned or rented by the Club, including fixed power tools, or other such equipment, is strictly limited to those persons authorized by the Board. Persons authorized for such use shall ensure that the tools or equipment are made safe and secure, and are properly stored, upon the completion of the tasks.
- 3.4 Members shall not store flammable materials in any Club building or locker.
- 3.5 All Members are responsible for the security of the Club premises and shall ensure that gates are secured at all times. Members are encouraged to be alert to and report any security breaches or suspicious activity within the Club and on Club docks. [Board revision, 2005] Members shall not give the combination to any lock, or loan an access key [Board revision, 2005] to any person who is not a member without the written permission of the Board. Members are responsible for the passage of their guest through the security gates.
- 3.6 Members may use Club barbecues but must clean after use and ensure that gas taps are shut off. Exceptions are when barbecues are in use for official club events such as Friday Night BBQs and special Club Social events at which time cleaning is the responsibility of Committee coordinating the event.
- 3.7 Members must dispose of garbage in the appropriate receptacles or dumpster on Club premises, NOT in community bins on the public walkway. Oil or antifreeze must not be put into the garbage

cans or dumpster, but must be placed in the receptacles provided. Similarly, used batteries shall not be left on Club premises except as permitted under our *Environmental Policy*.

- 3.8 There shall be no medium or long-term storage of campers/motor homes on Club premises. A request for short-term storage to a maximum of five (5) days may be submitted in writing to the Board for consideration. Each case will be considered on an individual basis and a reasonable fee assessed and invoiced for. [Board Minutes 17 Apr 01]
- 3.9 Club telephone lines must be available at all times to members, staff and visitors to access regular telephone services. It is not permitted to disconnect a Club telephone line for the purpose of linking a privately-owned computer to a personal ISP. [Board Minutes 17 Dec 01]
- 3.10 While boats are stored in the yard, members shall not leave ladders on Club premises unless secured from use by means of a cable or chain and locked by padlock to the owner's cradle. Personal ladders should be removed from the yard during the season.
- 3.11 Members wishing to undertake major restorative work on their boats, such activities as spray painting or soda blasting, must request permission from the Board. Any such request must be made in writing and approved by the Executive. [Board Minutes 20 Apr 99] Such request must include a schedule of work and precautions that will be taken to ensure safety and environmental compliance. Any Member who undertakes general maintenance/repairs must conform to the Club's Environmental Policy and shall in no way contravene provincial environmental regulations or municipal bylaws.
- 3.12 Members carrying out restoration work on their boat MUST: (1) construct a reasonable and sturdy structure to enclose the boat, AND (2) ensure the structure does not encroach on surrounding boats, AND (3) ensure that all debris is properly contained and collected, AND (4) ensure all materials are properly disposed of immediately upon dismantling the structure.
- 3.13 Any damage caused to Club property or another member's boat by such restoration work must be immediately reported to the Board. Reparation for damage is the sole responsibility of the member causing said damage. In the case of damage to another member's boat, resolution shall be between the members involved. [Board revision, 2005]

4.0 DOCKS

- 4.1 No additions or modifications are to be made to the docks or fingers or structures without permission in writing of the Rear Commodore or Harbourmaster. This includes the installation of dock boxes that must conform to the approved shape, size and colour.
- 4.2 Dock boxes cannot be placed over the end of the boards because bolts must be accessible at all times. When you place them over the corner of your slip, you will need an angled board for stability. If dock boxes are removed for the winter, this is to be done no later than 15 November. If dock boxes are not removed for the winter, this will be at the owner's risk. [Board revision, 2005]
- 4.3 No loose gear, hoses, ladders, steps or boarding devices are to be left/stored on the docks/finger. Dock lines must be coiled or stowed neatly as close as practical to the edge of the dock/finger.
- 4.4 Electrical cords are not to be run over the top of any dock or finger. Cords must only cross the docks or fingers through the access tubes so provided. If this is not possible due to a deficiency in the access tubes, it is the Member's responsibility to inform the Rear Commodore.
- 4.5 Running, cycling, roller blading or other activity that interferes with safe enjoyment or use of the dock is prohibited.

- 4.6 Children under 12 MUST be supervised and wear approved PFD while on the docks. Junior Members and guests must be accompanied by a Wet Member at all times. [Board revision, 2005]
- 4.7 No barbecues or stoves for cooking are to be used on the docks (on boats is permissible).
- 4.8 Boats are to be moored so that no portion of the vessel's structure or attached gear such as anchors, down riggers, bow sprits, etc project beyond the edge of the dock so as to interfere with normal pedestrian movement on the docks.
- 4.9 Members are responsible to ensure that their boats are secured with dock lines of sufficient number and strength to prevent the boat coming loose or swinging excessively in the slip during any foreseeable weather condition. Members are liable for any damage caused by their boat to another vessel (to be settled between members [Board revision, 2005]) or to any component of the dock system (to be settled between member and Board at responsible member's cost [Board revision, 2005]) by any insufficient or improper mooring practice.
- 4.10 Members are encouraged to be alert to potentially dangerous situations such as boats requiring assistance in mooring, mooring lines slipping, sails unfurling, or fires. All reasonable action should be taken to address the situation, and reported as soon as possible to the Harbourmaster and boat owner. It is recommended that you file an incident report if the situation resulted in damage to a boat or Club property. [Board revision, 2005]
- 4.11 Members who cause damage to another member's boat at the dock or on the water are responsible for informing the other member (if not present on the boat) and for reparation. [Board revision, 2005]
- 4.12 Members are responsible to secure halyards or other gear so they do not create noise that may disturb other Members.
- 4.13 Members are encouraged to participate in removing floating debris from the harbour. [Board revision, 2005]
- 4.14 When not in use, tenders must be stowed in the compound (in tender storage racks if and when available) or positioned in the Member's slip in such manner as to not interfere with any other vessel's reasonable movement in an assigned slip or the harbour in general.
- 4.15 Members who anticipate being absent from their mooring overnight or longer should record such absence in a Sail Plan to be left at the OD Station and on the Sign Out Board [Board revision, 2005] as much in advance of departure as practicable.
- 4.16 During the off-season, generally between haulout and launch, or between dates specified by the Board, only members authorized by the Board shall be permitted on the docks for the purpose of maintenance and inspection duties, and must be accompanied by another person.
- 4.17 No Mooring shall be used and no Member shall use or attempt to use any Mooring or any other portion of the Club Premises for the purpose of the construction, building, assembly, completion, renovation or repair of any boat save and except for general maintenance and standard minor repair work, and in the event of a dispute as to whether any work constitutes such work, the decision of the Board shall be final and binding.
- 4.17 Restoration work that may disrupt neighbouring boats is to be undertaken at the Service Dock. The Member must inform the Rear Commodore or Harbourmaster and agree on a 'reasonable' time period so as not to inconvenience Visitors or other Members. [Board Minutes 16 Apr 98]
- 4.18 There shall be no leasing of docks. [Board Minutes 17 Apr 01]

- 4.19 Members are encouraged to shut down all unnecessary electrical equipment (e.g., air conditioning) when absent from the boat. [Board revision, 2005]

5.0 VESSELS

- 5.1 All vessels must be approved by the Board prior to mooring at the Club [Board revision, 2005]. It is the owner's responsibility to ensure the vessel is of an authorized type and maintained in a safe and clean condition.
- 5.2 Dimension Limitations (Reference Bylaw 13.02(f)). The minimum and maximum boat sizes for accommodation at the Club's Mooring facilities shall be determined annually by the Board but no particular Member's boat, once such specific boat has been accepted for Mooring at the Club, shall be considered too large or too small to continue mooring at the Club even if, at a later date, other boats of the same size are determined by the directors to be too large or too small to be appropriately accommodated at the Club's Moorings.
- 5.3 Unless otherwise specified by the Board, vessels that are acceptable for mooring shall be sail or power vessels, of a type normally used for recreational purposes on Lake Ontario or similar waters and, without limiting the generality of the foregoing, shall meet the following specifications:
- a. Wet Moorings: the maximum size of any boat shall not be greater than 40 feet in length or 15 feet in beam, nor have a gross weight greater than 12 tons. Commercial vessels, houseboats and high performance power boats (e.g., 'cigarette boat') shall not be acceptable for mooring.
 - b. Dry Sail Storage: boats acceptable for dry sail storage shall be sailing craft of a type recognized as class racers, day sailors, or dinghies and shall not be greater than 19 feet in length and shall be capable of being launched by hand or by hand dollies. A tender (i.e., hard shell or inflatable dinghy associated with a moored vessel) is not considered a dry sail vessel [Board revision, 2005]. Motorboats are not acceptable for dry sail storage. Dry sail boats will be subject to an annual fee for storage and ramp use as determined annually at the February General Meeting. [Board revision, 2005]
- 5.4 For the purpose of determining dock size assignment and mooring fees, length overall (LOA) of a vessel, in feet, is measured from the foremost part of the bow (stem) to the aftermost part of the stern including any fixed projections extending beyond the bow and stern. Fixed projections include extended anchor rollers, swim platforms, bowsprits, stern drives, mizzen booms, outboard rudders, outboard motors, non-folding dinghy davits, self steering gear and/or any other added projections that could intrude on the docks or infringe on the back-out channel clearance space. Flag staffs, barbecues or man-overboard poles shall not be considered projections. The Board reserves the right to measure any vessel at any time. Measurement shall be done in the presence of the owner.
- 5.5 While a boat is in dry storage (i.e., on land) on Club premises, it is not permitted to stay on that vessel or use that vessel in any manner that could be construed as living-aboard. In terms of life safety (i.e., human health and safety, and fire safety), this constitutes an unsafe condition and is not permissible. [Board Minutes 17 Dec 01]
- 5.6 Similarly, while a boat is in dry storage it is not permissible to: (1) connect the vessel or any fixture/appliance associated with that vessel, to the temporary yard electrical services for extended (e.g., overnight) periods or while the boat is unattended, (2) connect to the temporary electrical services with a cord that is not an approved, three-prong, grounded cord approved for outdoor use, and (3) park any vehicle in established fire lanes or between boats. [Board Minutes 17 Dec 01]

6.0 MOORING REGULATIONS (From Original Bylaws)

6.1 Mooring and Storing Boats (Reference Bylaw 13.01, 13.02):

- a. no boat may be moored in the wet mooring facilities of the Club unless the owner, or one of the co-owners of the boat, is a Class W Member subject to the provisions of the Bylaws;
- b. the Board will consider any written request to change assigned mooring as per Section 6.7;
- c. no boat may be stored in the dry sailing facilities of the Club unless the owner or co-owner of the boat is either a Class D Member or a Class W Member and has paid the appropriate storage fees as prescribed by the Board and subject to the provisions of the Bylaws;
- d. a boat owner or co-owner who is a Member in good standing may make special arrangements with the Club for the launching or hauling or storage of his/her boat on such terms and at such charges as the Board considers advisable;
- e. no boat shall be permitted on Club premises/docks unless and until approved by the Board.

6.2 First Time Mooring (Reference Bylaw 13.03(a)):

- a. a Member who wishes to moor a specific boat for the first time at the Club must submit a fully completed Membership Application Form as per the prescribed Application Procedures;
- b. the Board may request specific information regarding the boat and may request a photograph of the boat and/or an inspection by the Harbourmaster; and
- c. acceptance of any boat for a first time mooring shall be at the sole discretion of the Board.

6.3 Re-Application for Mooring (Reference Bylaw 13.03(b)):

- a. a Member who has significantly modified a boat previously accepted for mooring shall notify the Board of the modification(s);
- b. at the discretion of the Board, the member may be required to submit a new Application Form and acceptance for mooring shall be subject to the application for first time mooring;
- c. any Member purchasing a new boat, application for first time mooring applies and will be subject to the availability of mooring; and
- d. a Member is not guaranteed a larger slip should he/she purchase a larger boat - it is mandatory that the Board be made aware of purchase plans particularly if the new boat will not fit into the existing slip assignment (i.e., you could buy yourself out of a slip). [Board revision, 2005]

6.4 Conditions for Mooring (Reference Bylaw 13.03(c)):

- a. a Member (includes Associate, Junior or Family Member designated by that Member) shall be entitled to one Mooring only unless otherwise requested of and approved by the Board;
- b. no mooring or any other portion of Club Premises shall be used, or attempted to be used, for the operation of any charter boat service or commercial activity or enterprise of any type; and
- c. no Mooring or other portion of Club premises shall be used for the purpose of gutting or cleaning or otherwise dealing with fish.

6.5 Temporary Moorings (Reference Bylaw 13.03(d)). Notwithstanding the provisions Bylaw 13, the Board may at its sole discretion permit the temporary mooring of a boat at Club mooring facilities on such terms as the Board may deem appropriate for such temporary mooring.

6.6 Waiting Lists (Reference Bylaw 13.03(e)):

- a. the Club shall maintain a list or lists of Members who have requested Mooring or a change in size of Mooring, in such form as the Board considers advisable;
- b. a Member may be levied a charge to have his or her name placed and maintained on this list in such amount as the directors may determine each year;
- c. if the Member is a Senior Member, the full amount of this charge shall be offset against the mooring fees payable by him or her upon assignment of a Mooring to him or her, unless that Senior Member has previously refused to accept a Mooring offered to him or her, in which event only those charges paid subsequent to the most recent refusal shall be so offset; and

- d. subject to the provisions of Bylaw 13, when a suitable Mooring becomes available, it shall be offered to the Member listed on the waiting list(s) with the boat most appropriate to the mooring and with greatest number of seniority points.

6.7 Mooring Assignment (Reference Bylaw 13.04):

- a. as long as a Member is in good standing, and notwithstanding any other provisions under Club Bylaws, that member has a continuing right to a slip but not any particular slip;
- b. in accordance with the Bylaws, docks and slips are the property of the Club and the right of a Member to use dock facilities is assigned annually; [Board revision, 2005]
- c. conformance to the length requirement alone will not ensure that a boat is suitable for a given slip (other factors including beam and weight must be considered in the assignment process); [Board revision, 2005]
- d. assignment of moorings will be made at the discretion of the Harbourmaster who will consider, among other things, the needs of each and every Member, and the best interests of the Club (particularly the safety and integrity of the dock system);
- e. notwithstanding exceptional circumstances, only vessels greater than 30-feet in length will be assigned an 'outside' slip; [Board revision, 2005]
- f. it is necessary for the Harbourmaster to make adjustments each year to accommodate all vessels in the safest possible manner; [Board revision, 2005]
- g. when, in the opinion of the Board, all other considerations are equal, a Member who held a particular slip assignment or dry storage at the end of a season shall have the right of first refusal for the same mooring or storage, as the case may be, for the subsequent season;
- h. the relative seniority of one Member to another shall not be cause for the more senior Member to cause a less senior Member to forfeit a mooring that the latter Member would otherwise have been entitled to in accordance with the Bylaws;
- i. any Member wishing mooring reassignment must do so in writing to the Harbourmaster;
- j. any such request will be considered first in terms of availability, then mooring requirements, and then seniority should two or more Members request similar reassignment; and
- k. no boat shall be moved to another mooring assignment without the express and written approval of the Harbourmaster.

6.8 Unused Slip Assignments. Members not using their assigned slip for the whole of or significant portion of a season (i.e., more than 60 days) must notify the Board with payment of fees and dues (i.e., 15 March) except for unforeseen circumstances such as boat repair/maintenance. The Harbourmaster will make the slip available for transients or guests at his/her discretion. [Board revision, 2005]

7.0 MASTS, CRADLES AND TRAILERS

- 7.1 Masts must be stored on the mast racks during winter storage unless otherwise permitted by the Property Director. At a minimum, masts are to be appropriately identified with boat name prior to stepping and winter storage. [Board revision, 2005]
- 7.2 Unless otherwise authorized by the Board, all cradles must be of a folding metal type with metal feet, capable of carrying the weight of the vessel while mounted on the beams of a traveling marine yard trailer. [Board revision, 2010]
- 7.3 All cradles must be clearly marked with bow and stern, the vessel name and/or Member's name. The name shall be placed on the ends and/or sides of the base frame of the cradle or in such a position as to be visible when the cradle is in a folded state and stored in the cradle rack.
- 7.4 Powerboats are to utilize appropriate *metal* stands for the stern, mid-ships and bow. *Powerboats that are currently blocked with wood may continue to do so but are encouraged to upgrade to metal stands. New members joining the club with powerboats must use a folding type cradle with metal feet or metal stands.* [Board revision, 2010]

- 7.5 Although the Club provides limited blocking, sufficient blocking for all boats cannot be guaranteed. Members are strongly encouraged to purchase and identify appropriate blocking for their boats. If possible, members should store personal blocks and stands off-site during the season. [Board revision, 2005]
- 7.6 Members' trailers stored on Club premises shall be clearly marked with the individual Member's name or vessel name otherwise license plate numbers must be furnished to the Board. [Board revision, 2005]
- 7.7 It is the Member's responsibility to ensure that all such trailers are in proper working condition, including but not limited to the tires and hitch mechanism. Any trailer not deemed safe for hauling by the operator will not be moved by Club members or by Club contractors. [Board revision, 2005]

8.0 HAULOUT AND LAUNCH OPERATIONS

- 8.1 Vehicles are not permitted on the premises on launch/haulout days. Limited parking is available on mast stepping/unstepping days and vehicles MUST be kept clear of masts and travel areas.
- 8.2 Members may be assessed the cost incurred by any delay in launch or haulout operations due to their oversight or negligence. This cost will be determined on a case-by-case basis depending on circumstances and length of delay. Members who are not prepared to launch at the designated time shall be assessed the cost of moving their vessel in the yard as required to facilitate the launch operation.
- 8.3 Members are not permitted to apply any paint or *antifouling* to their boats on launch day.
- 8.4 Members are responsible to clearly mark their vessel with the position of the slings and of the position of the vessel in the cradle. Members are responsible for the final adjustment and condition of their cradle, and the position of their boat in that cradle. The Board reserves the right to require a Member to repair or replace any cradle deemed unsafe or inappropriate for use. No boat will be moved or hauled if the necessary repairs and/or replacement have not been carried out.
- 8.5 Children, pets, sightseers or any persons not taking part in launch/haulout, or mast stepping/unstepping are not allowed in any operational area of Club premises during these operations.
- 8.6 No person, including members, not trained and participating with designated work parties at launch, haulout, stepping or unstepping shall interfere or otherwise assist in these operations. Procedures for these operations shall be adhered to at all times. [Board revision, 2005]

9.0 FEE RELATED RULES AND REGULATIONS

- 9.1 A Member wishing to store his/her boat in the yard during the in-water season for the purpose of maintenance, may do so for one-half applicable annual fees plus full Wet Member dues. The request must be in writing to the Board, and all fees and dues must be fully paid by 15 Mar of the year the boat will be stored. [Board Minutes 20 Apr 99]
- 9.2 Payment of any outstanding fees or dues after 15 April must be made by certified cheque or cash. [Board Minutes 16 Apr 98]
- 9.3 Fees for boats leaving the Club immediately following launch and not returning until later in the Fall will be considered by the Board on case-by-case basis [Board Minutes 16 Apr 98] if a request for consideration is made in writing prior to 15 Mar of that season. [Board Minutes 16 Sep 99]

- 9.4 Unworked hours will be invoiced after receipt of the Auditor's Report around the beginning of the new calendar year (1 December). [Board Minutes 8 Dec 98]
- 9.5 In the absence of a Waiting List, new members must submit initiation and debenture fees upon Application for Membership (cheques will be held until formal approval of the application). Annual fees and dues must be paid upon approval of the application. [Board Minutes 24 Feb 00]
- 9.6 Should the Board approve deferred payments of any kind, all such payments must be made with post-dated cheques for dates approved by the Board and submitted no later than the deadline stipulated by the Board. Any cheque that does not clear the bank will be subject to Bylaw 12.03 [Board Minutes 24 Feb 00]
- 9.7 A rebate of \$250 may be offered to a Member who chooses to winter away from the Club or is an approved winter liveaboard (i.e., does not haul AND does not store AND does not launch boat at the Club. A request for rebate consideration, including anticipated date of return to the Club, must be made in writing to the Board prior to haulout. [Board Minutes 8 Jan 01]
- 9.8 Whenever possible, any refund or rebate owed to a member shall be paid in the same fiscal year. If any one of the criteria cited in 9.7 above is not met after the rebate is paid, the member must reimburse the Club prior to the scheduled launch date in that haul/store/launch sequence. [Board Minutes 11 Apr 05]

10.0 OFFICER OF THE DAY

- 10.1 All Members are obligated to participate in the Officer of the Day (OD) Program. Exceptions will be made for members with respect to the Winter program (e.g., travel distance). [Board revision, 2005]
- 10.2 All Members who sign up for OD are responsible for the duties as scheduled. A member may accumulate work hours for a maximum of two (2) OD duties during the season, and three (3) OD duties during the Winter, unless otherwise approved by the Board.
- 10.3 Any member signed up for OD duty and is then unable to perform the duties on the scheduled day is obliged to find a replacement and notify the OD Coordinator directly or by phone. Unless an alternate OD is found, the person scheduled is responsible for ensuring that the duties are performed in that time period as required and will be held responsible for any failure thereof. Any Member who fails to appear for scheduled duties or who does not make other arrangements will be assessed a \$50 fine.
- 10.4 The OD is the official representative of the Club during his/her duty and as such he/she shall ensure that the duties are carried out in a courteous and professional manner that reflects well on the good reputation of the Club and of its Officers.
- 10.5 When commencing duty, the OD must sign in the OD Log Book and record arrival and departure time. The absence of a completed and signed Log will be considered evidence of a failure of the Member to report.
- 10.6 The OD is responsible for fulfilling the duties described under separate cover in the *Officer of the Day Procedures*.

12.0 WINTER LIVEBOARDS

- 12.1 The Club shall permit a maximum of six (6) and minimum of (2) winter liveaboards per year (the latter is set for safety reasons). Each vessel will be subject to a \$1,500 winter fee (subject to annual adjustment) in addition to annual fees and dues. [Special General Meeting 17 Sep 01]

- 12.2 Compliance with the *Liveaboard Policy* (separate document) is mandatory. Application must be made on an annual basis. [Special General Meeting 17 Sep 01]
- 12.3 Winter liveaboard vessels may be subject to separate electrical metering. [Board Minutes 23 Sep 02]
- 12.4 In order to qualify for consideration to live aboard, an applicant must (Reference Bylaw 25.01):
- be a Member in continuous good standing for a minimum of two years;
 - provide proof of liveaboard insurance upon application;
 - remit the annual winter liveaboard fee upon application;
 - sign an applicable waiver; and
 - complete and sign the Winter Liveaboard Application Form acknowledging receipt and acceptance of the Liveaboard Policy, the rules and obligations contained therein, and the mandatory safety precautions that must be taken.

13.0 CLUBHOUSE

- 13.1 Rental of Club/Clubhouse facilities is restricted to Members as defined under Club Bylaws. Exceptions may be made at the discretion of the Board in support of charitable or non-profit community organizations.
- 13.2 All bookings will be made in writing to the Vice Commodore. Completed forms will be considered on a first-come-first-served basis. The application is not considered complete unless accompanied by the associated fees as noted below.
- 13.3 Approval will be at the discretion of the Board to ensure that Club facilities remain available to and accessible for Member use. Other than for official Club activities, during the period of June/July/August, the Clubhouse will not be available for any weekend/holiday booking. In May, September and October, the Clubhouse will be available for one weekend private booking per month excluding long weekends. Requests must be made in writing 90 days in advance and accompanied by the requisite fee and deposit. [Annual Meeting, 10 Feb 03; amended Annual Meeting Feb 08]
- 13.4 The Clubhouse will be unavailable for any bookings other than official Club activities for one week on either side of haulout and either side of launch. [Annual Meeting, 10 Feb 03]
- 13.5 The Clubhouse, grounds and gates must remain accessible to Members (i.e., if the Great Room is booked, the Wheelhouse and patio should be available for use). The washrooms and showers will be accessible at all times to Members and, to the greatest extent possible, kitchen facilities.
13. A rental fee will be charged to cover the cost of utilities, maintenance and materials. The fee may include a prepaid deposit to cover potential damage (i.e., to be returned to the Member if facilities are returned to pre-rental condition). The rental fee for 25 or fewer guests is \$50. The rental fee for greater than 25 guests is \$100. The refundable deposit for all rentals is \$300. [as amended Annual Meeting, Feb 08] The fee and deposit are subject to annual review by the Board. All cheques for fee and deposit will be cashed upon receipt and refunded only after the member submits a Request for Refund through a member of the Board. The Board member will certify on the form that the site conditions were returned to proper condition and there was no loss/damage to property (refer to 13.8 below). [Board Meeting, Apr 08]
- 13.7 Any person renting Clubhouse facilities must comply with provincial liquor license laws and will be responsible for any breach of such laws.

- 13.8 All facilities must be cleaned and returned to original condition. Any cleaning required by Staff or Members following a rental will be charged back, at the prevailing rate, to the individual who rented the facility and deducted from the refundable deposit. The individual(s) who signed for the rental is responsible for the condition of the facilities following the rental, and for reporting any and all damage to the Vice Commodore. Any costs incurred by the Club beyond the amount of the deposit will be invoiced to that individual and subject to fee payment under the Bylaws.
- 13.9 Clubhouse furnishings are not to be removed from any room without the approval of the Board and only with an appropriate plan to ensure that damage is not caused to furnishings or structure.
- 13.10 Bylaw Article 15, *Liability and Indemnity of Directors and Others* applies.
- 13.11 Members must comply with the Club document entitled *Clubhouse Procedures and Rentals*.