

## **Rules & Regulations**

The Bay of Islands Yacht Club welcomes those who use its facilities and appreciates any suggestions for the improvement of these facilities and its services. For the purpose of all who use these facilities, the following Rules and Regulations have been established:

### **SECTION 1**

#### **Providing contact information:**

1. It is the responsibility of each club member to see that the executive has the club member's current mailing address and phone number. An e-mail address may also be supplied if he/she so chooses.
2. The executive takes no responsibility (nor can it be expected to take responsibility) for failing to provide the club member with important and timely information if the member's contact information is not up to date.

### **SECTION 2**

#### **Deciding on the opening and closing of the marina:**

1. The executive will decide at its regular April meeting when the boating season for any given year will begin.
2. The opening date to be immediately communicated to the members.
3. The executive will decide at its regular September meeting when the boating season for any given season will conclude.
4. The closing date to be immediately communicated to the members.
5. All boats are to be out of the Marina by the closing date so as not to interfere with the placement of the floating docks for the winter season.
6. The Club reserves the right to move a member's boat still in the Marina so that it does not interfere with the placement of the floating docks for the winter season. Doing so may mean that the member no longer has access to the bay from the marina or to the launch ramp.
7. A boat may stay in the Marina after the closing day if special permission has been asked and received from the executive so long as the boat does not interfere with the placement of the floating docks for the winter season. The request must be made in time for the September Executive meeting.

### **SECTION 3**

#### **Assigning docks:**

1. Dock assignment will be made by the Harbour Master in consultation with the Executive on or about May 1st. Applicants may request a specific dock but assignments will be made to serve the best use of the marina. No carry over of berths from year to year can be assured.
2. Priority will generally be given to the holders of the same berth assignments which they had during the previous season. Applicants on the waiting list will then be assigned in accordance with application date and size classifications.
3. Any waiting list applicant who rejects a preferred dock assignment will be allowed to maintain priority on the list for one year. If after one year, the applicant again rejects the preferred dock assignment, the applicant

will be removed from the list and the wait list fee refunded. The applicant may reapply as a new applicant and be placed at the end of the waiting list.

4. An assigned space holder who sells or loses permanent use of his/her boat will have first priority for the same space, assuming all fees have been paid.
5. Qualification for dock assignment is achieved only by coming up through the wait list. When the initial dock assignments were made, seniority was the governing factor and continues to be so.

#### **SECTION 4**

##### **Marina rules for berthing and storage:**

1. All berths and docks are the exclusive property of the Bay of Islands Yacht Club. Members right of tenancy shall not give proprietary rights.
2. All berths and docking space shall be assigned based first on membership seniority and preference and second on size of member's boat. Any member given such an assignment cannot transfer use of this space to another person.
3. Any member occupying berthing or storage space is liable for damage caused to any other member's boat or guest's boat or club docks. In this regard, members are encouraged to carry at least \$1,000,000.00 in third party liability.
4. Any senior member wishing to relocate will be placed on a waiting list according to membership seniority if no space is available for relocating.
5. Such a member will have priority over any one else on a berth waiting list to whom he/she is senior.
6. All senior members shall have the right to Continuity of Possession to the berth assigned provided that the Club does not require the berth for reasons deemed valid by the Executive.
7. Boat owners must immediately notify the executive when they have sold or purchased a boat. Any attempt to conceal the sale may result in the member losing any right to his/her assigned berth.
8. When a member relinquishes his/her berth pending delivery or purchase of another boat, he/she may retain the right to the berth by paying the annual fee.
9. Any member who sells his/her boat shall not permit the purchaser to occupy the berth assigned to the member for longer than one week. No member can transfer his/her dock assignment to the new owner of his/her boat.
10. No boat shall be launched or hauled or occupy assigned space until all fees, dues and assessments have been paid.
11. A waiver releasing the Club from all liability must be signed before the Club's boat lift and/or tractor can be used to move, launch or haul up any boat.
13. All boats - when in the water - shall be operational as well as safely secured to its dock.
14. The Club reserves the right to move a member's boat when necessary for safety, security or operational reasons.
15. As soon as possible after launch, storage cradles and trailers shall be moved to the storage area assigned to the member. Any cradle or trailer stored in an unassigned space will be moved, and the owner billed to recover any costs that have been incurred.
16. Allocation of storage space and positioning of boats on the main dock during haul out will be under the direction of the Harbour Master. The cooperation of boat owners is critical in this regard as the number of vessels requiring storage space each year is increasing.

17. Owners of vessels leaving for an extended period (in excess of three days) are requested to notify the Club. The Club reserves the right to rent all slips/spaces when vacant. Transient vessels occupying an absent slip/space are required to move from said slip/space when requested to do so by the Harbour Master.
18. Members returning after being away for more than three days should notify the Club before their return so that an attempt can be made to clear their berth.
19. Any damage to docks will be the responsibility of the member using the berth unless it can be shown that the member is not responsible.
20. Because of structural limitations, membership may not be available to large vessels 60 feet and over. An exception may be made during the off season from November 1st to April 30th when a limited number of spaces may be available at the Main Dock.
21. There is a stepping mast on the Main Dock for the use of members. Please use at your own risk.
22. Idle speed only inside the breakwater/marina. No wake is permitted.
23. Sail boats shall use alternate means of propulsion for operation within the Marina.
24. Berth holders may affix rubber, plastic or composite material such as fenders, sock bumpers, molded strips and like materials to docks provided the material affects only the dock holder and does not restrict passage on docks and walkways. Berth holder must accept responsibility for removing the material if required to do so.
25. No boat shall be secured in any manner that its bowsprit, tender or any part obstructs the use of berths and docks.
26. No repairs, alterations, or changes to docks or floats shall be performed unless specifically authorized by the Executive.
27. No tender shall be secured to the front of any dock.
28. No tender shall be hauled out or left on any part of the dock unless authorized by the Executive.
29. No sandblasting, grinding or paint spraying shall be performed except in a confined area unless otherwise authorized by the Executive.
30. The Club Executive strongly recommends that a member who is about to buy a larger boat - especially one which is too large for his/her present berth - should first check with the Harbour Master before doing so. A larger berth for the new boat may not be available.

## **SECTION 5**

### **General rules and regulations:**

1. Living aboard one's vessel is permitted during the boating season. It is not permitted from November 1st to May 1st without permission of the Executive. At all times when a member is living aboard his/her boat, the boat will be metered to record the consumption of electricity - cost of which shall be borne by the member.
2. Professional charter operation will be allowed only at the discretion of the Executive. Price for docking and related matters to be determined by the Executive.
3. Fires - whether for cooking, illumination or heating - are prohibited in the dock area.
4. Garbage, refuse or waste shall not be thrown or otherwise disposed of in marina waters. All garbage and waste shall be placed in containers supplied for that purpose. All local, provincial and federal water pollution regulations shall be followed.
5. Fishing, cleaning of fish, swimming or diving is prohibited in the Marina.

6. Rafting of boats is prohibited in the Marina except with the approval of the Harbour Master.
7. Dogs and other pets are permitted in the Marina while on a leash or otherwise confined or restrained. Owners or keepers are required to remove animal faeces.
8. Children under 12 years are not permitted on or near the docks unless accompanied by a parent or guardian.
9. Boat owners are permitted to carry out normal maintenance on their boats. Boat owners wishing to carry out extensive maintenance shall first consult with the Harbour Master.
10. Excessive use of electricity shall be metered with the member paying for the additional electricity.
11. The use of skateboards, bicycles and motorcycles on docks is prohibited.
12. Admittance to dock and berthing areas is restricted to members and guests only. Members are responsible for their guests.
13. Parking is permitted in designated zones. Members and visitors are advised that parking is not permitted in the following zones:
  - Launch ramp and access
  - Dock gate entrance
  - Immediately in front of club house
14. Quiet time: Between the hours of 11 pm and 7 am, engines, power generating equipment and other noise making equipment may not be operated in the marina except as necessary to enter or leave.
15. The marina harbour is a "**NO WAKE**" zone. Please proceed slowly when departing and arriving.

## **SECTION 6**

### **PAYMENT OF FEES** (Procedure for paying fees:)

1. Invoices stating all fees owed will be sent to each member no later than April 30th of each year.
2. Members have the option of paying the fees in total by May 31st of each year, or in three equal payments on May 31st, June 30th and July 31st - to be done so by three post dated cheques.  
  
Full Payment must be received by May 31<sup>st</sup>. All outstanding and current fees have to be paid before your boat is Launched. Members have the option of paying the fees in total using three cheques of equal amounts post-dated for May 31, June 30 and July 31.  
  
**Fees paid on time are provided with a \$100.00 discount for the current boating season.**
3. Should a member not have all fees paid by July 31st, the treasurer shall send a second invoice noting the fees outstanding.
4. Should a member not have all fees paid by August 31st, the treasurer shall send a third invoice noting the fees outstanding. This invoice is to be sent by registered mail.
5. Should a member not have all fees paid by October 31st, the Executive shall begin legal proceedings through small claims court to obtain the fees owed - including any legal costs incurred as a result of the small claims court action.
6. Only in the case of mitigating circumstances deemed valid by the Executive will this court action be delayed. Information pertaining to such mitigating circumstances must be submitted to the Executive in time for consideration at the regular October Executive meeting.
7. All communication with each member pertaining to the payment of fees (or any other matter) will be done using the most recent contact information supplied by the member in question. (see section 1)

## **SECTION 7**

### **Launching and Haul Out**

#### **Large Boats:** *(requiring heavy equipment)*

If the Bay of Islands Yacht Club's heavy equipment is capable of handling your boat safely, then you are required to use and pay for the club's heavy equipment for launch and haul out. You can only use or hire outside heavy equipment if the club's heavy equipment cannot handle your boat safely.

The club's equipment must be considered first.

A waiver releasing the Club from all liability must be signed before the Club's boat lift and/or tractor can be used to move, launch or haul up any boat.

#### **Small Boats:**

For smaller boats on a trailer that you can launch and haul out with a car or pick-up truck, you are not required to use the club's heavy equipment.