



CLARENVILLE
MARINA

**Clarenville Yacht Club
By-Laws**

(Revised March 2025)

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1. Name and Composition of the Club

The Association will be known as the Clarenville Yacht Club (CYC) and shall be composed of recreational boat owners and other persons desiring to encourage amateur boating.

In an effort to contain costs to its members, this club operates on the premise that all members volunteer a reasonable amount of time and/or resources to the various Club activities. A volunteer incentive program is outlined under 7.0 Dues and Fees.

In these By-Laws, the following definitions apply:

- "Club" refers to the Clarenville Yacht Club, operating as Clarenville Marina
- "CYC" is an acronym referring to the Clarenville Yacht Club.
- "Boat Owner" means the owner of a sailing or power boat that is registered with the Club.
- "Marina" refers to the Clarenville Marina and its facilities located in Dark Hole at Bourne Place, Clarenville.

2. Objectives of the Clarenville Yacht Club

- To foster an *esprit de corps* and sailing camaraderie among its members.
- To promote every aspect of pleasure boating in the Province of Newfoundland Labrador, irrespective of the means of propulsion, and to encourage its members in becoming proficient in navigation and in the personal management, control and handling of sailing boats, dinghies and power boats, and in all other matters pertaining thereto.
- To promote marine related tourism in the Clarenville area and support harbour development.
- To protect and respect the marine environment and its wildlife.
- To maintain a clubhouse, and to conduct a club for the accommodation of its members, and generally to afford to the members all the usual privileges and advantages, conveniences and accommodation of a club.
- To enter into any arrangements with any authorities, Federal, Provincial, Municipal, local or otherwise, that may seem conducive to the Club's objectives, and to obtain from such an authority any rights, privileges and concessions which the club thinks it desirable to obtain.
- To own and operate such other facilities, premises, equipment and vessels as may be deemed conducive to the carrying out of its objectives.
- To do all such things **as are necessary or incidental to attaining the objectives provided for in this article.**

3. Incorporation

The Club shall be incorporated as Clarenville Yacht Club Inc., a not for profit corporation, under the laws and regulations of the province of Newfoundland and Labrador.

The Corporation shall not undertake any activities that would result in the revocation of its registration as a not for profit or as a public foundation for the purposes of the Income Tax Act.

4. Club Flag, Burgee and Logo

The *ensign* of the Club shall be the Canadian Flag.

All Burgees and Flags shall be approved by the Club Executive.

5. Membership

Any person desiring to become a social member (cf. 5.2) of this Club, without desire to become a boating member, must forward a completed application to the Executive Committee. The appropriate social member fee shall accompany the application.

Any person desiring to become a boating member (cf. 5.1) of this Club must forward a completed application to the Executive Committee. In the event that adequate berthing space is not available at the docks at the time of application for boating membership, the applicant may have his or her name added to the waiting list. In such case, the applicant must communicate such interest to the Executive Committee and must pay the membership fee. Payment of the membership fee will provide the member with the same access as a social member in addition to placement on the waiting list. In the event that adequate berthing space is available, the applicant's entrance fees and dues shall accompany the application. No person shall be entitled to enjoy the privileges of the Club or the Marina until all fees and dues are paid.

Periodically, the Executive may allow one or more members from the Waitlist to "FLOAT" for the summer.

- A FLOATER is one who pays applicable berth fees but has no permanent berth assignment and is fitted into vacant berths during the season.
- The floater has the same rights and privileges as a boating member for that season but no membership/seniority rights for future boating seasons.
- Should a floater be offered a berth during berth assignment and refuse, that boater (floater) would no longer qualify for floating for the, then, current boating season.
- Floaters will not be assessed the marina improvement fee.

No person shall be a member of the Club who receives remuneration for services rendered in handling or serving on board any boat within this Club.

Boating membership shall only be available to those persons over the age of 18 by January 1 of the year of application, except where persons under the age of 18 are members by virtue of being a member of the family of a boating member.

5.1. Boating Membership

A boating member is one who purchases or leases services of the Club or Marina upon payment of approved fees. Boating membership includes the boat owner, the spouse or partner, and all children 18 years and under. These members, except children under 18, shall have the privilege of holding office and shall have full voting privileges in the business of the Club

5.2. Social Membership

A social member has access to all activities of the Club (except the boating facilities) upon payment of approved fees. Social membership includes a spouse or partner and all children 18 years and under. Social members, except children under 18, have full voting privileges and may hold office, excepting Flag Positions (Commodore, Vice-Commodore, Secretary and Treasurer). The total number of positions that may be held by Social Members is two.

6. Guests

- A member may introduce any person as a guest to the Club.
- All members shall be responsible for their guest, and for their observance of the rules of the Club.
- Any member of another Boating/Yacht Club located in this Province shall be entitled to enjoy the guest privileges.
- Any crew member of a visiting boat shall be entitled to enjoy the guest privileges of the Club where the boat is participating in any Club function or anchored at the Club.

7. Dues and Fees

- All dues and fees shall be set at an Annual General Meeting based on the recommendations of the Executive Committee.
- All dues and fees are to be paid by April 15.
- Any member not paid by April 15 will be considered not to be renewing and their membership will be terminated.
- Any terminated member wishing to rejoin the Club will be placed on the Wait List as per the Wait List regulations.
- Any Social Member whose dues or fees are unpaid by May 15, cease to be a member of the Club. However, such person shall be entitled to reinstatement upon paying the required dues or fees.
- Fall haul out and winter storage fees are to be paid prior to the boat being hauled out.
- The Executive Committee may exercise its authority to set dues and fees in extenuating or emergency situations.
- The Club shall have a lien upon the boat or cradle of any boating member for any unpaid dues and fees.
- Waitlist fees are due by May 15 for those currently on the Waitlist to retain their position for another boating season. For those who become Waitlist members in the prior off-season (October 16 to April 14), their fee will apply for the upcoming boating season (April 15 to October 15).
- A Volunteer Incentive Fee of \$75.00 will be implemented to all boating members. Monetary credit can be assessed to members who volunteer their time when a general call for volunteer attendance is made to the membership.

8. Resignations or Termination of Club Membership

Any certificate, cup, or other property (such as keys etc.) of the Club that may be in a members' possession must be returned to the Secretary or Treasurer before such member resigns or the membership is otherwise terminated.

9. Discipline

If it comes to the notice of the Executive Committee that any member has infringed any By-Law or regulation of the Club, or has been guilty of conduct unbecoming of a member, such member shall be expelled by the Executive Committee, or suspended from the privileges of the Club, for such period as the Executive Committee determines.

Such expulsion or suspension by the Executive Committee shall be decided at a meeting of the Executive Committee. Previous notice of such meeting, along with identification of the complaint against the member concerned, must have been given to every member including the member whose expulsion is being considered. The member shall have the right to be heard in respect of the complaint at this meeting of the Executive Committee. The vote in favour of any such expulsion or suspension must be a two-thirds majority of those present.

Any such suspension or expulsion shall not relieve the member suspended or expelled from the payment of any dues or fees or other debt due to the Club.

Any member so expelled shall not be entitled to be re-admitted as a member of the Club until a period of one (1) year has expired from the date of expulsion.

10. Officers and Their Duties

The Executive Committee of the Club shall consist of

- Flag Officers
 - Commodore
 - Takes command of the Club
 - Presides at all meetings
 - Enforces By-Laws and Regulations
 - In general, carries on the work of the Club and promotes the interests of the Club
 - Vice Commodore
 - Assists the Commodore in discharging all appropriate duties
 - Takes command of the Club in the absence of the Commodore
 - Secretary
 - Keeps a correct roll of dates of Executive Committee elections
 - Keeps a register of the members of the Club
 - Notifies the general membership of Club meetings
 - Notifies the members of the Executive Committee of Executive Committee Meetings
 - Attends general meetings of the Club and Executive Committee Meetings and keeps the minutes of such meetings
 - Conducts all correspondence
 - Maintains all records and papers
 - Treasurer
 - Receives all monies and deposit the same in the bank, trust or loan company approved by the Executive Committee
 - Signs all checks and ensures they are counter signed by one of the Flag Officers
 - Pays all bills contracted by the Club and passed by the Executive Committee
 - Keeps an accurate Financial Statement of the Club's finances
 - Ensures the Financial Statement is available to the Executive Committee on request
- Marina Maintenance Chair

- Works with the Executive Committee to schedule required maintenance to Marina Property
 - Ensures the integrity of the dock moorings
- Social Captain
 - Organizes and executes all matters of Cruising Events and Club Entertainment
 - Has the power to choose members for the social committee
- Fleet Captain / Director
 - Keeps a register of all boats belonging to the Club
 - Organizes Berth Assignments/Reassignments
 - Keeps a record of Waitlist applicants
 - Assigns dock space to Summer visitors
 - In the event no Fleet Captain is elected, the position becomes a director and the duties will be assigned to current executive members
- Three Directors-at-Large (one of whom is also the Fleet Captain, another of whom will be Safety Officer)
- Past Commodore
 - Assists the Commodore and Vice Commodore in the performance of their duties
 - In the absence of the Commodore and Vice Commodore, acts in their stead

The Executive Committee is responsible for appointing a CYC representative to act on any outside association or organization.

The Executive Committee shall be responsible for the general management and supervision of the affairs of the Club and acts as the marina management in the absence of any other management.

The Executive Committee shall have the power to borrow or raise money in such manner as the members shall approve, and to secure the repayment of all monies borrowed, raised or owed by the Club by mortgage, charge or lien upon the whole or any part of the Club's property or assets (whether present or future), and also by a similar mortgage, charge or lien to secure or guarantee the performance of the Club of any obligation or liability it may undertake.

The Executive Committee shall secure a company seal for the Club, and provide for the safe custody thereof. The seal should never be affixed to any document except with the signatures of the Commodore and Secretary or any other two members of the Executive Committee as authorized by a resolution of the Executive Committee.

The Executive Committee shall also have the power to formulate and regulate rules of conduct pertaining to the Club's activities.

11. Election of Officers and Committees

A nomination committee, appointed by the Executive Committee, shall consist of at least three current members of the Club. They shall submit a proposed slate of officers to the Annual General Meeting.

The Annual General Meeting may accept the slate, or further nominations may be made from the floor. Elections will be by ballot, supervised by the outgoing Commodore. To be elected, a candidate shall secure a majority of the votes cast. In the case of two or more ballots being necessary, the candidate's name receiving the lowest number of votes shall be dropped from each succeeding ballot.

The slate of officers duly elected shall comprise the Executive Committee.

One-Year Term Positions:

- Commodore
- Vice Commodore
- Past Commodore

Two-Year Term Positions

- Secretary
- Treasurer
- Social Captain
- Maintenance Chair
- Fleet Captain / Director
- Three Directors

One-year term positions are elected at each AGM.

The two-year term positions are staggered so as to maintain some consistency in the executive with at least half of the previous year's executive serving on the current executive.

The positions of Secretary, Maintenance Chair, and two Directors will be elected on EVEN ending years (i.e. 2024, 2026, etc).

The positions of Treasurer, Social Captain, Fleet Captain/Director and Director will be elected on ODD ending years (i.e. 2023, 2025, etc)

12. Other Committees

The Executive Committee may establish such committees as it deems necessary to carry out its work. Committees thus established can include Club members other than those on the Executive Committee. However, such committees must be chaired by an Executive Committee member.

A Race Committee shall be appointed as deemed necessary by the Commodore and entries in all races shall be subject to its approval. All matters connected with races, except as otherwise provided, shall be subject to its approval and control, and any doubt, question or dispute that arises shall be subject to its decision. Such decisions shall be based upon the sailing rules and the regulations adopted by the Club, so far as the same are applicable. Because no rules are capable of meeting

every incident and accident of sailing, the Committee shall keep in view the ordinary customs of the sea, and discourage any attempt to win a race by any means other than fair sailing and superior skill and speed. All decisions of the Committee shall be final unless it thinks fit, on the application of any person interested or otherwise, to refer any question to the decision of the Canadian Yachting Association. No member of the Race Committee shall take part in the discussion or decision of any disputed question in which the member has an interest.

13. Meetings

The Annual General Meeting shall be held following the completion of the Financial Statements. The AGM must be held no later than April 1, at which time the expiring positions of the Executive Committee will be filled by ballot vote. The outgoing Executive Committee shall be responsible for presentation of the previous year's report, including financial statements and committee reports.

The Commodore, whenever deemed necessary, may call a meeting of the Club, or when requested to do so by the Executive Committee or by a written request signed by at least thirty per cent of members stating the purpose of such a meeting. If the Commodore fails to call a meeting when so requested, the members so requesting may call a meeting themselves by notice signed by the requestors.

Notice of all general meetings of the Club must be given to members at least ten days in advance.

The notice calling any meeting shall state the business to be done at that meeting. At a special meeting, only the business specified in the notice shall be taken up unless seventy-five per cent (75%) of those attending approve of the new business being discussed.

Twelve (12) members shall constitute a quorum at any General Membership Meeting.

Members unable to attend a meeting may elect another member to vote by proxy. Written and signed confirmation must be presented at the meeting.

The Order of Business at all General Meetings of the Club shall be

1. Welcome/Call to Order (Commodore)
2. Review of the Agenda (Commodore)
3. Motion from the floor to adopt the Agenda as presented
4. Presentation of Minutes from the previous General Meeting.
5. Motion from the floor to adopt the Minutes as presented.
6. Executive Reports
 - Secretary
 - Motion from the floor to adopt the Secretary's Report as presented
 - Treasurer
 - Motion from the floor to adopt the Treasurer's Report as presented
 - Maintenance Chair
 - Motion from the floor to adopt the Maintenance Chair's Report as presented
 - Social Captain
 - Motion from the floor to adopt the Social Captain's Report as presented
 - Fleet Captain
 - Motion from the floor to adopt the Fleet Captain's Report as presented
 - Commodore

- Motion from the floor to adopt the Commodore's Report as presented
- 7. Unfinished Business
- 8. New Business
- 9. Election of Officers
- 10. Closing Remarks
- 11. Motion to Adjourn
- 12. Adjournment

All general meetings are open to the general membership, with the exception of meetings of the Executive Committee, which are deemed privileged.

Regular meetings of the Executive Committee shall be at the call of the Commodore as chair. The quorum at all Executive Committee meetings is a majority of those serving on the committee at the time of the called meeting.

The Order of Business at all Executive Committee Meetings of the Club shall be

1. Welcome/Call to Order
2. Review of the Agenda
3. Motion from the floor to adopt the Agenda
4. Presentation of Minutes from the previous CYC Executive Meeting
5. Motion from the floor to adopt the Minutes as presented.
6. Executive Reports
 - Secretary
 - Treasurer
 - Maintenance Chair
 - Social Captain
 - Fleet Captain
 - Commodore
1. Unfinished Business
7. New Business
8. General Business
9. Date and Time of Next CYC Executive Meeting
10. Motion to Adjourn
11. Adjournment

14. Financial Year and Auditors

The financial year of the Club shall be January 1 to December 31 or on any other date fixed by the Club at the Annual General Meeting.

The Club shall, at the Annual General Meeting, at its discretion, elect two members or assign a firm of auditors to be "Auditors of the Accounts and Expenditures" of the Club for the current year.

15. Boats, Races and Trophies

All boats, races and awarding of trophies shall be subject to the rules of the International Yacht Racing Union and the Canadian Yachting Association, except when such rules are contrary to any rules of the Race Committee or to any of the provisions thereof.

16. Clubhouse and Premises of the Marina

The grounds, buildings, moorings and other facilities shall be operated in accordance with the rules and regulations of the Clarenville Yacht Club.

The Club House may be rented to groups or individuals depending on executive approval.

17. Berth Policies

All boating members must provide proof of boat liability insurance prior to payment of approved fees.

No person shall occupy any berth space without the permission of the CYC. The current schedule of fees shall apply.

All berth fees are non-refundable.

Payment of berth fees in accordance with section 7.0 of these by-laws is the only guarantee of retaining your berth space of the previous year. In the best interests of the CYC, boats may be moved to other berth assignments. However, while the CYC is under no obligation to move boats to other berths at owners' requests, the CYC will make every effort to accommodate these requests on a first come first served basis only.

Tenants may not sublease or allow boats owned by others in their assigned space without the permission of the CYC, whereupon boats given such permission may be subject to daily rental fees payable to the CYC.

The CYC reserves the right to sublease any berth during the temporary absence of a boat.

It shall be the responsibility of each boating member to ensure that at all times halyards and other ropes are secured in such a manner so as not to create unnecessary noise for local residents and neighbouring boaters.

18. Boats, Cradles and Trailers

The Executive Committee shall establish rules and guidelines from time to time regarding the temporary or long-term storage of boats, cradles or trailers on Marina property. All such rules and guidelines will be communicated to members.

When in use on Marina property

- All cradles and trailers must be properly maintained.
- All cradles must be legibly marked with
 - The Boat Name
 - Bow and Stern Labels

Any unreasonable costs to the Club associated with lift-in or lift-out, or other launching or retrieval of members' boats, that are a direct result of an owner's lack of maintenance or preparation, may result in additional fees being assessed.

The owner, or a designate, must be present for lift-in, ramp launching, lift-out, or other retrieval of a member's boat.

19. Amendments to These By-Laws

Any repeal of, amendment or addition to, any provision contained in these by-laws may only be made at the Annual General Meeting.

Proposals for amendments must be circulated to the membership in writing 10 days prior to the Annual General Meeting of the Club at which the amendments are to be considered.

20. Notices

Any notice required to be given under these by-laws shall be deemed to have been received by the addressee if e-mailed to the addressee at the last address supplied to the treasurer by the member. Should the member not have an e-mail address, then the notice shall be deemed to have been received after 3 attempts to call the member at the supplied phone number(s). It shall be the duty of the member to advise the treasurer of any change in address.

21. Appendices

APPENDIX A: SCHEDULE OF FEES AND DUES

Clarenville Yacht Club Fee Schedule All fees subject to HST

CYC Annual Membership Fee	\$50
Marina Improvement Fee (Boating Member): 20 foot dock 30, 36, 39 foot fingers + side-on berths	\$442.48, payable over 2 years \$884.96, payable over 4 years
Berth Fees: 20 foot finger pier 20 foot finger pier (with electrical) 30 foot finger pier 36 foot finger pier 39 foot finger pier Side-on berths (LOA including appendages)	\$340.00 plus \$17 per foot exceeding 20 feet \$360.00 plus \$18 per foot exceeding 20 feet \$540.00 plus \$18 per foot exceeding 30 feet \$648.00 plus \$18 per foot exceeding 36 feet \$702.00 plus \$18 per foot exceeding 39 feet \$18 per foot per season
Haul-Out / Lift-In rates: Boating Member Non-boating Member	\$250.00 \$450.00
Winter Dry Storage Fee (Boating Member)	\$30.00 per month
Summer Trailer Storage (with Executive approval)	\$100.00 per season
Visitor Daily Berth Fees (Based on LOA)	\$1.00 per foot per day
Visitor Weekly Berth Fees	Daily Rate times 5
Non-boating Member haul-out, winter storage and launch (includes free berth age for up to 1 week immediately preceding haul-out and up to 1 week immediately following launch)	\$1200 (winter season)

Members moving from a 20 foot dock to a larger berth must pay the Improvement Fee difference.

All Berthing Fees include electricity, excluding Dock 400.

APPENDIX B: CLARENVILLE YACHT CLUB RULES AND REGULATIONS

- 1.** Tenants may not sub-lease or allow boats owned by others in their slips.
- 2.** The CYC reserves the right to use any berth during the temporary absence of a boat. In the event of an emergency the CYC reserves the right to move any boat to other mooring places.
- 3.** Water is not to be wasted and each boat owner or operator shall furnish a hose that has a positive shut-off at the discharge end. All hoses must have good gaskets to prevent leaking.
- 4.** Piers must be kept clean, free and clear of stored materials. Hoses and electrical lines should be coiled properly on the dock beside your boat. Open fires will not be permitted on docks, piers or on board boats at the Marina. The dock is for ingress and egress only. Boat owners are responsible for damages to dock structures and pilings.
- 5.** Oily bilge water is not to be discharged overboard.
- 6.** Double Berthing is not permitted unless granted by the CYC Executive.
- 7.** Tenders are permitted to be tied to the main boat as long as they do not interfere with another boat or the navigation of another boat.
- 8.** Members selling his or her boat cannot sell berth lease rights.
- 9.** Refuse must be put in properly designated containers. The throwing of any garbage, trash or refuse in the water is reason for immediate eviction.
- 10.** Leasees warrant that at all times during the term of this Agreement, their boats shall be maintained in a safe and seaworthy condition. All boats with living quarters or upon which people reside shall be self-propelled, seaworthy and capable of moving under their own power.
- 11.** CYC will not be responsible for any damages done during shipment of cradles on and off site.
- 12.** Boat storage cradles (mobile and immobile) will not be permitted to stay on Marina Property during Boating Season (without Executive Committee approval).
- 13.** Pets are permitted only if they do not disturb others. Pets must be kept on a leash and under control at all times. Owners are responsible for clean up after pets.
- 14.** Children under 13 must not be left unsupervised on the docks.
- 15.** Boat owners, Captains, their crews or guests are cautioned to be considerate of others. Discourteous conduct or disorders that might injure a person, cause damage to property, disturb other tenants or harm the reputation of the Marina will not be tolerated. Such conduct can lead to termination of the boater's lease.
- 16.** Boat operators are to abide by posted speed regulations. There is a no-wake zone within 500 meters of the Marina where the maximum speed is idle speed.

17. All automobiles owned by or in control of boat-owners and their guests shall be parked in a designated parking area and must be removed immediately upon the request of the CYC.
18. In the interests of safety with respect to potential tripping hazards, no personal items, including small watercraft, are to be left unattended on the dock.
19. The boat owner is responsible for continued, uninterrupted berth rent if said boat should sink at the berth. Any abandoned boat remains the responsibility of the boat owner and all the rents due must be paid prior to the removal of said boat. Any cost incurred by the CYC in dealing with abandoned or sunken boats will be recoverable from the boat owner.
20. No boats are to be lifted out unless authorized by the CYC.
21. All leasees are required to secure vessels with sufficient mooring lines. The following are minimum requirements:
 - Up to 18 Feet: ½" triple strand or 3/8" double braid
 - 18 to 25 Feet: 5/8" triple strand or ½" double braid
 - 25 to 35 Feet: 3/4" triple strand or 5/8" double braid
 - 35 Feet and Up: 1" triple strand or 3/4" double braid
1. Vessels should have a minimum of two bowlines and two stern lines. Side berthed vessels should also have at least two spring lines.
22. The Waitlist Priority is as follows:
 - On a first come --- first served basis.
1. The spending authority of the Executive Committee (excluding regular monthly bills) is as follows:
 - Any two signing officers to cover normal operational expenses.
 - The Commodore shall have the authority to approve spending up to \$300.00.
 - Any signing officer in the absence of the Commodore can approve up to \$300.00.
 - Spending \$300.00 - \$10 000.00 must have executive approval.
 - Spending in excess of \$10 000.00 must be approved by the membership.
1. Parking on the Marina lot is for members and guests only.
 - There is limited space available for seasonal storage of trailers.
 - Application for seasonal storage must be made to, and approved by, the Executive Committee.
 - Members launching boats are permitted to park temporarily on the Marina lot with trailers for a reasonable time period.
 - Overnight RV parking on the Marina property is prohibited.
 - Long term storage of boats must be approved by the Executive through written documentation.
1. The length of boats berthed on finger piers cannot exceed 120% of the dock size without approval of the Executive Committee.
23. For the *safety of sailboats* laid up on the yard for the winter, the CYC recommends the use of plywood bases underneath the boat stands and the use of nose support.

24. Power pedestals are meant for 30 AMP twist lock cords and not for the 30 AMP to 15 amp conversion chords which pose a possible shock risk and possible overload of a 15 amp chord/device. In order to safely use such adapters, the boater must include an inline GFCI chord (which is available online) to prevent unwanted shocks. Boaters using such a setup do so at their own risk.

APPENDIX C: STATEMENT OF INDEMNICATION

NON-MEMBER INDEMNIFICATION

Each non-member (and each guest of the non-member) using the facilities of the Clarenville Yacht Club for services including, but not limited to, Berthage, boat storage and Conolift Haul-out and Lift in, hereby releases, indemnifies, protects, defends and holds harmless the Clarenville Yacht Club and its directors, officers, agents, elected and appointed officials and employees from and against any and all loss, damages, liabilities, claims, liens, costs and expenses, including, without limitation, reasonable attorneys' fees, in connection with injuries to any persons or damage to or theft or misappropriation or loss of property occurring in or about the Clarenville Yacht Club marina, or arising from the occupancy or presence in the marina, or from any activity, work, or thing done, permitted or suffered by the non-member (and each non-member guest) in or about the marina, or from any breach or violation of the rules and regulations of the Clarenville Yacht Club or due to any other act or omission of any non-member, slip holder or their employees, guests, customers, agents, licensees or invitees.

The undersigned shall keep in force insurance coverage sufficient to cover his/her liability for damage to the property or person of other users of the marina or CYC, for which he/she is liable. Proof of such insurance is to be provided below.

Insurance Company

Policy #

Signature

Date

Print Full Name

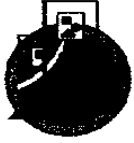
**MEMBER
INDEMNIFICATION**

Each slip holder, member and his/her guests of the Clarenville Yacht Club hereby releases, indemnifies, protects, defends and holds harmless the Clarenville Yacht Club. and its directors, officers, agents, elected and appointed officials and employees from and against any and all loss, damages, liabilities, claims, liens, costs and expenses, including, without limitation, reasonable attorneys' fees, in connection with injuries to any persons or damage to or theft or misappropriation or loss of property occurring in or about the Clarenville Marina, or arising from the slip holder's occupancy or presence in the Marina, or from any activity, work, or thing done, permitted or suffered by the slip holder in or about the Marina, or from any breach or violation of the rules and regulations of the Clarenville Yacht Club or due to any other act or omission of any slip holder or their employees, guests, customers, agents, licensees or invitees.

Signature

Print

APPENDIX D: COMMERCIAL MEMBERSHIP APPLICATION FORM



**CLARENVILLE
YACHTCLUB**

**COMMERCIAL MEMBERSHIP
APPLICATION FORM**

Business Information (Please Print)

Business Name:

Contact Person (Last, First):

Address (Box #):

Street Address:

Town/City:

Province:

Postal Code:

Telephone: (Res)

Telephone: (Wrk)

Cell:

Email Address:

Email Address 2 (if applicable):

Personal Information (if different from above) (Please Print)

Captain's Name (Last, First):

Spouse Name (Last, First):

Address (Box #):

Street Address:

Town/City:

Province:

Postal Code:

Telephone: (Res)

Telephone: (Wrk)

Cell:

Email Address:

Email Address 2 (if applicable):

Boat Information (Please Print)

Boat Name:

Sail Boat

Boat Color:

Motor Boat

Manufacturer/Model:

Year Built:

LOA: (ft)

Draught: (ft)

Beam: (ft)

Membership Fee

Signature

Date

Print Name

APPENDIX E: MEMBERSHIP APPLICATION



Captain's Name (Last, First):

Spouse Name (Last, First):

Address (Box #):

Street Address:

Town/City:

Province:

Postal Code:

Telephone: (Res)

Telephone: (Wrk)

Cell:

Email Address:

Email Address

Boat Name:

Boat Color:

Sail Boat

Motor Boat

Manufacturer/Model:

Year Built:

Manufacturer/Model:

LOA: (ft)

Draught: (ft)

Beam: (ft)

Insurance Broker: Policy Number:

Membership	\$50.00.....	\$
20' Dock	\$340.00.....	\$
Extra for boats over 20'	\$17.00 x _____ '.....	\$
30' Dock	\$540.00.....	\$
Extra for boats over 30'	\$18.00 x _____ '.....	\$
36' Dock	\$648.00.....	\$
Extra for boats over 36'	\$18.00 x _____ '.....	\$
39' Dock	\$702.00.....	\$
Extra for boats over 39'	\$18.00 x _____ '.....	\$
Side Berth (LOA)	\$18.00 x _____ '.....	\$
Marina Improvement Fee	\$221.23 Yr 1, 2, 3, 4.....	\$
Launch Fee	\$250.00.....	\$ _____
	Sub Total of Annual Dues and Fees.....	\$
	HST at 15%.....	\$ _____
	TOTAL.....	\$ _____

I, the undersigned, in applying for membership into the Clarenville Yacht Club agree to observe the bylaws and regulations of the Club. I also certify that my vessel is in full compliance with Small Crafts and Harbours Boating Safety Regulations.

Signature

Print

Date

APPENDIX F: KEY AGREEMENT

KEY AGREEMENT

All Marina locks will be re-keyed and all keys replaced as of April 15, 2026.

I, the undersigned, acknowledge receipt of the key(s) as listed on the document. I agree not to loan, transfer, give possession of, modify, misuse or alter any keys. I further agree not to cause or allow any unauthorized copies of keys.

I understand that any violation of this agreement may render me responsible for expenses incurred to re-key any area affected.

I also agree that all keys signed for will be turned over to the Clarenville Yacht Club when requested.

EACH key will require a \$25 deposit. This \$25 deposit will be refunded in its entirety upon the return of each key.

of keys requested: _____ Key#: _____ Key#: _____

Deposit: _____ Rec'd by: _____ Date: _____

Name (print): _____ Signature: _____

Phone #: _____

Refund: _____ Date: _____

Rec'd by: _____

APPENDIX G: MEMBERSHIP AGREEMENT

This Agreement is between the undersigned and Clarenville Yacht Club (CYC) and is made the day, month and year appearing at the end of the agreement adjacent to the signature of the undersigned.

1. This agreement contains agreements and covenants on the part of the undersigned which are made in consideration of CYC either directly or through another entity providing to the undersigned any or all of, berth space for his/her boat, lifting services, winter storage, summer storage or other services in respect of the undersigned's boat. The fact that other consideration may be paid to CYC for such services shall not in anyway relieve the undersigned of the burden of these agreements and covenants.
2. The undersigned agrees to abide by the rules made by CYC from time to time and pay all such fees and charges as are established by CYC for the provision of services and or facilities. Any fees or charges that have not been paid within fifteen days of the earlier of the date of invoicing or the provision of the services, shall form a lien on the boat of the undersigned. If any vessel is left on the premises of CYC for a period of two years without the payment of all fees owing to CYC, then after having given a thirty day notice in writing to remove the vessel, CYC may dispose of such vessel by any means including destruction. Such notice shall be deemed to have been given if sent by registered mail to the last address provided to CYC by the undersigned. CYC shall have no liability to the owner or any person claiming through the owner for such disposal. Notwithstanding the foregoing CYC may forthwith terminate the right of the undersigned to avail of or use any of the services or facilities of CYC if
 - (i) fees or charges are not paid on the date provided in writing by CYC for payment, or if no date is provided, within 15 days of the earlier of the date of invoicing or the date of the provision of services.
 - (ii) the undersigned is in breach of a rule made by CYC and such breach remains for a period of 15 days after the undersigned has been notified, in writing, of the requirement to remedy the breach.
3. The undersigned shall keep in force insurance coverage in the minimum amount of \$200,000.00 to cover his/her liability for damage to the property or person of other users of the marina or CYC, for which he/she is liable. The undersigned will produce proof of such insurance upon the request of the CYC Executive.
4. The undersigned acknowledges that the fee structure charged by CYC is lowered as a result of volunteering by the members and hereby acknowledges that he/she as one of the members is expected to volunteer in the operation of the marina according to his/her abilities.

5. The undersigned shall provide an address for mail, telephone and e-mail (if available) communication to the CYC Executive by completing the space provided below. The undersigned shall forthwith provide the CYC Executive with updated information in the event that the information provided is no longer correct.
6. The undersigned acknowledges that services in the marina are provided by individuals who are availing of the marina in the same manner as himself/herself and that those persons are not employees of CYC. The undersigned agrees that such persons are acting on behalf of CYC when providing to the undersigned services which are provided by CYC. The undersigned covenants and agrees that no personal liability shall attach to such person in respect of any error or negligence on their part in the provision of such services and that the recourse of the undersigned, if any, shall be solely against CYC and not any such individual.
7. This agreement shall remain in force so long as the undersigned avails of any of the services or facilities of CYC or such agreement is replaced by a subsequent signed agreement.
8. The undersigned acknowledges that he/she has read over this agreement and understands it.

Signed at Clarenville N.L. the ____ day of _____ 2021 .

Signature _____

Name (Please Print) _____

Address (Street) _____

(Town) _____

Postal Code _____

Tel No. _____

E-mail (Please Print) _____

Boat Name _____

Boat Length Over All _____

Boat Name _____

Boat Type (Sail, Power, Other) _____

Boat Manufacturer _____

Boat LOA (Including Bowsprit, Anchor, Motor) _____ ft.

Boat Insurance Company _____

Boat Insurance Policy # _____

Winter Storage (Tick appropriate lines)

On site___Off Site___

If storing on site, please check applicable description below:

Cradle _____Jack Stands _____Removable Timbers_____

Trailer _____ (If checked) Trailer License Plate # _____

Launching 2022 Yes_____No_____

Summer Usage

Are you leaving a trailer on site: Yes_____No

(If Yes) Trailer License Plate # _____

APPENDIX H: CYC Significant Dates

April 15	All BOATING MEMBER Fees Due
May 15	All SOCIAL MEMBER Fees Due
	All WAITLIST Fees Due
April 1	Latest Date for the AGM
January 1 to December 31	Financial year of the Club
April 15 to October 15	Boating Season
October 16 to April 14	Off-season

APPENDIX I: Glossary of Terms

<i>Club</i>	Clarenville Yacht Club
<i>CYC</i>	Acronym of the Clarenville Yacht Club
<i>Boat Owner</i>	Owner of a Boat Registered with the Club
<i>Marina</i>	Clarenville Rotary Marina (Dark Hole, Bourne Place)
<i>Floater</i>	No Permanent Berth Assignment (Fees and Dues Paid)
<i>AGM</i>	Annual General Meeting
<i>Executive Committee</i>	Responsible for General Management of the Club
<i>Fleet Captain</i>	Berth Assignment and Reassignment
<i>Quorum</i>	General Meetings of the Club: 12 Members Executive Committee Meetings: 6 Members
<i>Sublease</i>	CYC ONLY: (During the Temporary Absence of a Boat)
<i>Charitable Corporation</i>	A Non-profit Organization that exists for improving Recreation and Pleasure (and many other Societal Needs)