

## TBYC Mission River Docking Policy

Updated March 2022

- 1) Preliminary dock assignments will be made March 1 and following this, DOCKING FEES shall be paid in full within 30 days of invoicing. Current docking fees are posted in the Documents section of the TBYC website, and on the Docking Application Form.
- 2) The Member shall have the right to cancel this Agreement at any time prior to May 31 with full refund of the docking fee paid.
- 3) In accordance with Constitution Article 11(5), Club Membership and Service Fees in arrears past Feb. 28 shall cause the member to forfeit their slip and docking privileges. Once their account is current they shall be required to re-apply, at which time they will be added to the Dock Waiting List according to the date the application was received by the Docking Director.
- 4) Upon receipt of a fully completed Docking Application by the Docking Director or Facility Manager, Full Members are placed on a Dock Waiting List. Dock waiting list seniority is determined by the date the application was received.
- 5) Signature of Full Club Member only shall be accepted on Docking Applications and Agreements.
- 6) Docks are allocated based on boat (length, beam, draft), slip compatibility and club operational factors. Club membership does not guarantee a dock assignment.
- 7) The Member understands and agrees that if their boat is assigned to a dock rated for a larger vessel, it is so assigned on a temporary basis, and may be reassigned at any time in the interest of safe, effective and efficient Docking operations.
- 8) Members on the Dock Waiting List, when offered a slip allocation, shall be allowed one refusal and be allowed to retain their seniority on the list. A second refusal allows the member to remain on the Dock Waiting List and their seniority will change to the date of the second refusal. Further refusals will continue to move the member to the bottom of the wait list.
- 9) Dock rates shall be pro-rated for the season for members on the waiting list that are assigned a slip after July 31. Slip assignments prior to this date shall be at the full rate.
- 10) By provision of a dock, The Club shall not be held liable for the care and protection of the boat and its contents, the passengers, crew or guests for any issue arising from use of that dock.
- 11) In the event of damage that renders a dock unsafe for use the member assigned that dock shall be placed at the top of the Dock Waiting List, and members assigned a slip on a temporary basis may be displaced from a dock.

- 12) A Temporary dock assignment may be revoked at any time.
- 13) The member shall have their boat insured against Public Liability and Property Damage and shall furnish The Club with proof of this coverage before a dock is allocated.
- 14) Members shall be held responsible for damages they or their boat may cause to other boats in The Club area and to the structures or facilities thereof.
- 15) All boats must be identified with a boat name, registration number or license number.
- 16) It is understood and agreed that no physical changes to club owned docks by Members shall be allowed without prior written authorization from the Docking Director or Facility Manager. This includes but is not limited to attaching items to the dock such as lights, electrical cords, bumpers, cleats, storage boxes, ladders, steps or any other items requiring drilling, nailing, screwing or bolting etc.
- 17) It is understood and agreed that if a boat at an assigned dock is sold, the Docking Director or Facility Manager must be given written notice. The new owner may retain a dock for the remainder of the season on a temporary basis, only if they have been accepted for Full Membership, and only if a dock is available. They will be put at the bottom of the wait list for the following season.
- 18) Club docking space shall be allocated to the Full Member in good standing to whom the boat is registered. When the boat is registered with The Club in more than one person's name, and one or more person(s) give(s) up their share of the boat for any reason, the allocated space will pass on to the remaining registered owner(s) providing the majority of co-owners have been members for a minimum of 3 years, and at least one owner has been accepted as a Full Member.
- 19) Sub-leasing of dock space shall not be permitted.
- 20) As a courtesy, Dockers agree to notify the Docking Director or Facility Manager when leaving for a lengthy cruise, in excess of one week (7 days). The Club reserves the right to sublet docking space provided in this Agreement when vacant. Members temporarily assigned such vacant slips shall be required to remove their boats at any time and on short notice to accommodate the returning boat.
- 21) Sailboat owners **must** secure their halyards in a manner that minimizes noise while docked or stored.
- 22) With prior authorization from the Docking Director or Facility Manager, Full Members shall be allowed the use of vacant slips (if and when available) for up to 3 days annually at no charge. Available to all Full Members, the intent of this rule is to accommodate Members during the Launch and Haul season. Boats occupying any slip in excess of the 3 day grace period will be charged the daily docking fee rate, set annually by the board. Members must vacate slips when instructed to do so.

- 23) BOATS SHALL NOT BE LEFT UNATTENDED AT ANY TIME OR DOCKED OVERNIGHT AT THE MAST/PUMP-OUT DOCK.
- 24) The Club may, sometime during the season, check the size of boats. Any discrepancies shall be invoiced for or refunded as the case may be. For the purpose of the Docking Agreement, boats are measured stem to stern.
- 25) Members, who will be absent from their slip for the season, may retain a dock by paying a fifty percent per year non-refundable holding fee. The holding arrangement shall not be available for more than two consecutive years without PRIOR WRITTEN APPROVAL by the board.
- 26) Boats shall be secured to the dock with sufficient lines and springs of good quality and securely attached to cleats. Excess dock lines shall be neatly placed on the dock or boat, and not left as a trip hazard.
- 27) Dock usage may be restricted or denied, or boats may need to be moved, for club maintenance activities.
- 28) Electrical cords are to be in good repair, properly supported and placed so as not to be a trip hazard.
- 29) Equipment kept near the dock (dinghies, etc.), shall be neatly stored, identified and secured.
- 30) Docks requiring maintenance shall be reported to the Docking Director or Facility Manager immediately.
- 31) Disputes resulting from this Docking Agreement shall be resolved by the Board of Directors of the Thunder Bay Yacht Club.

### Pump Out

- 32) Weather conditions permitting, pump-out is available to the 3<sup>rd</sup> week of October.
- 33) Only black (sewage) or grey (waste water) may be pumped into the storage tank.
- 34) The member is responsible for ensuring that no spillage or discharge occurs into the river or onto the land. The member accepts all responsibility for, and any costs that may be incurred by, a spill, or discharge, which results from the use of the pump-out.
- 35) Boats shall depart the pump-out dock as soon as possible after pumping out. Boats may not be left overnight or unattended at these slips.