

Clarenville Yacht Club

Membership By-Laws

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1.0 NAME AND COMPOSITION OF THE CLUB

This Association shall 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.

In these bylaws, the following definitions apply:

- "Club" refers to the Clarenville Yacht Club
- "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

2.0 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 Clarenville area and support harbour development.

To protect and respect the marine environment and its wildlife.

To maintain a clubhouse, and 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 any such 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.

3.0 INCORPORATION

The Club shall be incorporated as Clarenville Yacht Club Inc., a charitable corporation under the laws and regulations of the province of Newfoundland Labrador.

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

4.0 CLUB FLAG, BURGEE AND LOGO

The ensign of the Club shall be the Canadian Flag.

The burgee of the Club will be a flying Canada goose in conjunction with a ship's wheel with the CYC name around the perimeter

The Commodore's flag shall be the Club's burgee, swallow- tailed.

The Vice Commodore's flag shall be a similar burgee to the Commodore's flag, but with one blue ball in the canton next to the hoist.

The Past Commodore's flag shall be a similar burgee to the Commodore's flag, but with two blue balls in the canton next to the hoist.

5.0 MEMBERSHIP

Any person desiring to become a social member (cf. 5.2) of this Club must forward a completed application to the Executive Committee. The appropriate social member fee shall accompany the application.

Any persons desiring to become a boating member (cf. 5.1) of this Club must forward a completed application to the Executive Committee. 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.

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 would become a social member and pay the appropriate fee for social membership.

Once a social member with his or her name on the waiting list for a berthing space has been notified that space has become available, he or she will have 5 days to confirm by paying the appropriate boating membership fees and dues.

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 18 by January 1 of the year of application, except where persons under 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 desirous of leasing or buying services of the club or marina upon payment of approved fees. Boating membership includes the boat owner, their 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 do not have full voting privileges

6.0 GUESTS

A member may introduce any person as a guest to the Club.

All members shall be responsible for their guests, 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 crewmember 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.

7.0 DUES AND FEES

All dues and fees shall be set at an Annual General Meeting based on the recommendations of the Executive Committee.

All boating members must notify the CYC Treasurer by April 30 for 2010; April 1 beginning 2011 and thereafter of their intent to keep their berth at the Marina. Failing this notification the CYC Executive has the right to reallocate the berth.

All dues and fees shall be paid either prior to the member's boat being lifted in or launched for the purpose of berthing at the Marina, or May 15, whichever comes first.

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 prescribed dues or fees.

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.

8.0 RESIGNATIONS OR TERMINATION OF CLUB MEMBERSHIP

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

9.0 DISCIPLINE

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

Such expulsion or suspension by the Executive Committee shall be decided at a meeting of the 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.

10.0 OFFICERS AND THEIR DUTIES

The Executive Committee of the Club shall consist of:

- Flag officers: Commodore, Vice Commodore, Secretary and Treasurer
- Fleet Captain
- Marina Operations Chair
- Social Committee Chair
- Two Directors-at-large
- Past Commodore

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 moneys 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 by the Club of any obligation or liability it may undertake.

The Executive Committee shall secure a common seal for the Club, and provide for the safe custody thereof. The seal shall 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.

Commodore - It shall be the duty of the Commodore to take command of the Club, preside at all meetings, to enforce the bylaws and regulations, and generally to carry on the work of the Club and to promote its interests.

Vice Commodore - It shall be the duty of the Vice Commodore to assist the Commodore in the discharge of his duties, and in his absence to act in his stead.

Past Commodore - It shall be the duty of the Past Commodore to assist the Commodore and the Vice Commodore in the performance of their duties, and in their absence to act in their stead.

Treasurer - It shall be the duty of the Treasurer to receive all monies and deposit the same in the bank, trust or loan company approved by the Executive Committee. All cheques shall be signed by the Treasurer and counter signed by one of the flag officers. The treasurer shall pay all bills contracted by the Club and passed by the Executive Committee, keeping a correct account of same, and

furnish a statement of the finances of the Club to the Executive Committee whenever requested.

Secretary - It shall be the duty of the Secretary to keep a correct roll of dates of Executive Committee elections and a register of the members of the Club. The Secretary shall notify members of the meetings of the Club, and members of the Executive Committee of meetings of that Committee, attend meetings of the Club and of the Executive Committee, and keep the minutes of such meetings. The Secretary shall conduct all correspondence, and maintain all records and papers.

Marina Operations Chair - It shall be the duty of the Marina Maintenance Chair to allocate berth spaces, ensure the integrity of moorings and work with the Executive Committee to schedule required maintenance on Marina property. The chair shall keep a register of all Boats belonging to the club.

Fleet Captain - It shall be the duty of the Fleet Captain to organise all cruising events, Club races, distribution of trophies, and associated events. The Fleet Captain shall prepare and submit to the Annual General Meeting a report on the last season's cruising and racing activities, along with a schedule of events for the upcoming season.

The Social Committee Chair - It shall be the duty of the Social Committee Chair to organise and execute all matters of Club entertainment. This chair shall have the power to choose members for the committee, shall be responsible for all monies raised by this committee, and shall submit to the Executive Committee, upon request, a statement of these records.

11.0 ELECTION OF OFFICERS AND COMMITTEES

The Commodore and Vice-Commodore shall be elected for a one- year term. All other Executive Committee positions shall be for a term of two years in accordance with the provisions below. Should a position become vacant, the replacement for that position will be for the remaining portion of that term.

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 Meeting.

The Annual meeting may accept the slate, or further nominations may be made from the floor. Elections shall 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.

The positions of Secretary, Marina Maintenance Chair, Social Committee Chair and one of the Directors-at-large shall be elected for a term of two years at the year 2003 AGM, and for a term of two years at all succeeding odd- numbered years (i.e., 2005, 2007, 2009, etc).

The positions of Treasurer, Fleet Captain, Social Membership Representative, and one of the Directors-at-large shall be elected for a term of one year at the year 2003 AGM, and for a term of two years at all succeeding even numbered years (i.e., 2004, 2006, 2008, etc.).

12.0 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 serving 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 Fleet Captain 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 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.

13.0 MEETINGS

The Annual General Meeting shall be held in the month of April, 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 special meeting of the Club, or when requested to do so by the Executive Committee or by a written request signed by at least thirty percent 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 20 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 percent (75%) of those attending approve of the new business being discussed.

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

Members not able 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 regular meetings of the Club shall be:

- Call-to-order
- Minutes of previous meeting
- Business arising
- Correspondence
- Reports
- Consideration of notices of motion
- Unfinished business

- New business
- Elections
- Adjournment

All meetings are open to the general membership, with the exception of special meetings of the Executive Committee, which may be 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.

14.0 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.

15.0 BOATS, RACES AND TROPHIES

All boats, races and awarding of trophies shall be subject to 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.

16.0 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.

17.0 BERTH POLICIES

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 previous year. However, when in the best interests of the CYC, boats may be moved to other berth assignments.

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 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.

18.0 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, and cradles must be legibly marked with the boat name and have bows and sterns labelled.

During winter storage, all boat stands with a small footprint must be placed on a plywood or similar pad. This is to reduce the probability of a stand coming loose by sinking into the ground during thaws.

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 owners' 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.

19.0 AMMENDMENTS TO THESE BY-LAWS

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

Proposals for amendments must be circulated to the membership in writing 20 days prior to the Annual General Meeting of the Club at which the amendments are to be considered.

20.0 NOTICES

Any notice required to be given under these by-laws shall be deemed to have been received by the addressee if emailed to the addressee at the last address supplied to the treasurer by the member. Should the member not have an email 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.

APPENDIX: A

**Clareville Yacht Club
Non-commercial Fee Schedule 2012**

All fees shall be paid in full by May 15th or the day your boat is being berthed at the Marina, whichever comes first.

CYC Annual Membership Fees Includes Boat Owner and Spouse	\$50.00
Social Membership Annual : Non-Boaters	\$50.00
Marina Improvement Fee (Boaters) - 20 foot dock	\$500.00 Payable over 2 years ¹
Marina Improvement Fee (Boaters) - 30 foot dock - Side on Berth	\$1000.00 Payable over 4 years
Berth Fees: - 20 foot finger Pier	\$250.00 + \$12.50 per foot exceeding 20 ft
Berth Fees: - 30 foot finger Pier	\$400.00 + \$13.33 per foot exceeding 30 ft
Berth Fees: - Side on berth Based on LOA including all appendages	\$14.50 per ft/season
Berth Fees, Daily Rate	\$0.75/ftLOA/day
Berth Fees, Weekly Rate	Daily Rate times 5
Dry Storage Fee, Boat Stored on Marina property, if approved.	\$30 / month – Members \$50 / month – Non Members
Summer Trailer Storage (upon Executive approval)	\$100 / Season

¹ Members moving from 20 foot dock to a larger berth have to pay the Improvement Fee Difference
All berthing fees include electricity
HST of 13% will be charged on all fees.

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 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.
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-owner, and his/her guests, shall be parked in the designated parking area and must be removed immediately upon the request of the CYC.
18. No dinghies 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 rents due must be paid prior to 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 - 1/2" triple strand or 3/8" double braid:

- 18 to 25 feet - 5/8" triple strand or 1/2" double braid;
 - 25 to 35 feet - 3/4" triple strand or 5/8" double braid;
 - 35 feet & up- 1" triple strand or 3/4" double braid.
22. Vessels should have a minimum of two bowlines and two stern lines. Side berthed vessels should also have at least two spring lines.
23. The waitlist priority is as follows:
- a. Any existing member (of good standing) who requests additional berths for other boats owned would be given the highest priority;
 - b. Boaters within the Clarenville Area will be given second priority and will be ranked on chronological order among like applicants;
 - c. Any boaters outside the Clarenville Area will have lowest priority and will be ranked based on chronological order among like applicants;
24. The spending authority of the executive is as follows:
- a. Any two signing officers to cover normal operational expenses.
 - b. The Commodore will have the authority to approve spending up to \$300.
 - c. Any signing officer in the absence of the Commodore can approve up to \$300.
 - d. Spending between \$300-\$3000 has to have executive approval
 - e. Spending greater than \$3000 has to be approved by the membership
25. Parking on the marina lot is for members and guests only.
- a. There is limited space available for seasonal storage of trailers but
 - i. application must be made to and approved by the executive.
 - ii. Members launching boats are permitted to park temporarily on the lot with trailers for a reasonable time period
 - iii. no overnight parking with trailers.
 - b. Overnight RV parking on the marina property is prohibited.
26. The length of boats berthed on 20 foot and 30 foot finger piers cannot exceed 115% of the dock size. i.e. 23 feet and 34.5 feet respectively.

APPENDIX: C**Clarenville Yacht Club
Statement of Indemnification****INDEMNIFICATION IN PERPETUITY**

Each slip holder, member and his/her guests of the Clarenville Yacht Club hereby releases, indemnifies, protects, defends and holds harmless both 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 Marina or due to any other act or omission of any slip holder or their employees, guests, customers, agents, licensees or invitees. I also understand as a tenant of the Marina I will have a minimum of \$100,000.00 public liability on my boat.

I _____ understand that to use the facilities of the Clarenville Yacht Club. I do so at my own risk.

Signature _____ Date _____

APPENDIX: D

**Clarenville Yacht Club
Commercial Membership Application Form**

Business Name _____

Contact Person _____

Social Member Name #1 _____

Social Member Name #2 _____

P.O. Box _____, Street _____

City/Town _____ Province _____ Postal Code _____

Phone: Home _____ Work _____ Cell _____

Email Address _____

Membership Type

Boat Launch and load only. Includes unlimited launching and 2 Social Memberships per year \$200.00

Berth allotment of 25 ft boat, unlimited boat launching and 2 Social Memberships per year \$600.00

I, the undersigned, in applying for Commercial membership into the Clarenville Yacht Club agree to observe the bylaws and the rules and regulations of the Clarenville Yacht Club. I also certify that boats launched are in full compliance with Small Crafts and Harbours Boating Safety Regulations. I also agree that our Company, staff and customers will not hold the Clarenville Yacht Club, Directors officers and employees liable for injury, loss of property or damage of property. **To use the Clarenville Marina facility we do so at our own risk.**

Signed _____ Date _____

APPENDIX: E

**Clarenville Yacht Club
Membership Application Form**

Captain's First Name _____, Captain's Last Name _____

Spouse First Name _____, Spouse Last Name _____

P.O. Box _____, Street _____

City/Town _____, Province _____, Postal Code _____

Phone: Home _____, Work _____, Cell _____

Email Address _____

Boat Information

Boat Name: _____ Manufacturer/Model: _____

LOA: _____ (ft), Draught: _____ (ft), Beam: _____ (ft)

Vessel Registration number / licence number _____

Amount enclosed as per Fee Schedule (cheque or money order)

Membership Fee: Boater ____ Social ____

Outer Berth/Seasonal Lease based on LOA

Inner Berth/ Seasonal for Small Boats 22 ft or less

Seasonal launch fee for members not leasing berth space

Seasonal Electrical Hook-up

HST

Total of annual dues and fees.....

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

Signed _____ Date _____