

HARRISON YACHT CLUB

RULES & REGULATIONS

1. Access to floats is available to members and invited guests. Guests must be accompanied by a member. All persons using any of the HARRISON YACHT CLUB's facilities, whether the same be the boat owner/member, his servants, agents or invitees, do so at their own risk. The H.Y.C. shall not be responsible for any damage or injury sustained by such persons. Whenever the word H.Y.C. appears it shall refer to the Harrison Yacht Club.
2. No H.Y.C. property shall be removed from the premises without prior consent of the Executive.
3. All boats moored at the H.Y.C.'s floats, or being hoisted, lifted, handled by the H.Y.C.'s servants or agents, or moved pursuant to Rule 9 (nine), shall be at the owners/members risk and the H.Y.C. shall not be responsible under any circumstances for any loss or damage caused or sustained by such boats, whether the same be caused by the negligence of the H.Y.C., or its servant or agents or otherwise.
4. Payment for moorage is required by March 1st of each year if member wishes to renew moorage for coming season. Failure to comply with this regulation may result in loss of moorage. Minimum moorage fee will be based on an 18-foot boat.
5. Each owner/member is responsible for the safe mooring of his boat, and shall furnish and maintain his own safe line and chaffing gear. The installation of chaffing gear on the docks shall be approved by the mooring committee and shall remain should another berth be re-assigned. Care shall be taken not to foul any other berth or access with mooring lines. Outboard motors shall be left in the down position.
6. All vessels approaching, using, or leaving the H.Y.C. floats or moorings, shall do so in a cautious and seamanlike manner, so as not to roll or swell, or do damage to other craft or to the H.Y.C. property. Speed limit not to exceed 5 (five) knots or dead slow.
7. The H.Y.C. visitors berth is available at an applicable fee for those members without a moorage agreement. Members with moorage agreements shall not allow anyone the use of their berth at the H.Y.C. facilities without Executive approval. No unauthorized persons or vessels shall utilize the H.Y.C. floats, moorings or facilities.
8. Authorized vessels, by reciprocal agreement, may be granted a berth if space is available. Duration and fees to be determined as per reciprocal agreement.
9. The H.Y.C. reserves the right, at any time, to rearrange the position of any vessel moored at the H.Y.C.'s floats without previous notice to the owner/member of such vessel and the owner/member hereby appoints the H.Y.C.'s agent for this purpose.
10. Vessels moored at the H.Y.C.'s floats shall not be used as live-aboards, and shall not be used for Charter or Commercial purposes.
11. No reflective type electrical heater, flame type, or oil burner is to be operated unless the owner/member or someone designed by him, be in attendance.
12. The unauthorized storage of inflammable liquids, oils rags, etc., is prohibited on H.Y.C. floats or premises. Owners/members may carry out minor repairs at the floats, but no litter shall be thrown overboard or left on the premises.
13. In the interest of sanitation, no toilets, sinks, bilges, or petroleum products shall be pumped while vessels are in the H.Y.C. Marina.
14. Power Cords must be up to code with acceptable markings. Commencing in 2009, owners/members requiring power service for periods of 24 hours or longer must pay the applicable fees as follows:
Per Day - \$1.00. Per Season: 15 amps. Service - \$75.00. 30 amps. Service - \$150.00.
15. The use of vacuum type siphons for pumping out boats in the mooring basin is prohibited. Vessels tied up in other than designated moorage areas must not be left unattended.

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16. Dinghies on the H.Y.C.'s premises must not be left anywhere but on the dinghy dock.
 17. Parking at the wharf approaches, driveways and loading zones is prohibited. Vehicles may be towed away at the owners/members expense. The H.Y.C. shall not be liable for loss of any articles left in automobiles or boats.
 18. Children under the age of 12 years, unless accompanied by an adult, shall not be permitted on the H.Y.C. floats, and all children should be encouraged to wear life jackets while on the H.Y.C. floats.
 19. Dogs are prohibited from the H.Y.C. Clubhouse during social events.
 20. Boat owners, must check their boats regularly, especially after heavy winds or rains. The canvas covering and the pumping out of boats is the responsibility of the boat owner.
 21. Any HYC Member or their guests whose conduct infringes on the enjoyment of other members of the club and/or in violation of the rules or bylaws of HYC, and results in a formal letter of reprimand, shall upon further complaints of rules infractions have their membership in HYC reviewed by the Executive. The Executive upon consideration may vote to have the membership of that person revoked in writing. Unacceptable behavior may include but is not limited to profane language, parking infractions, and unauthorized use of Club facilities, inappropriate attire, and behaving in a manner not considered acceptable in a family environment. The H.Y.C. may cancel membership if any owner, his guest or his servant, breaks any of the H.Y.C. Rules or Regulations, and the owner/member shall upon cancellation forthwith remove his vessel/property from the H.Y.C.'s premises or floats.
 22. The mooring space allocated to the owner/member shall not be sublet by the owner/member. A sub-license may be arranged by the H.Y.C. for the balance of the moorage year. Where a sub-license is obtained, a refund will be made to the owner/member, by the H.Y.C. less \$25.00 of the amount of the sub-license. Where the owner/member releases the moorage and the moorage is re-allocated by the H.Y.C, a refund will be given to the owner/member for the total unexpired portion at the time of the reallocation.
 23. Any and all notices required to be given, in accordance with the Regulations, herein, shall be addressed as follows: Harrison Yacht Club, Box 396, Harrison Hot Springs, B.C. V0M 1K0
 24. Whenever the word owner/member appears, it shall refer to the person or persons set forth on the moorage/membership agreement, notwithstanding that, such person, persons, or Company, is, or is not, in fact the owner of the vessel.
 25. Subject to Rules 3 and 9 above, the moorage contract herein, shall for all other purposes, by construed to be a storage contract and the provisions of the Warehouseman's Lien Act, R.S.B.C. 1960 Chapter 403, shall apply unto.
 26. The owner/member shall be liable for any loss, damage or destruction caused to the H.Y.C.'s property by the owners/members vessel whether under operation and/or care of the owner/member or any other person on board with the owners/members consent, both jointly and severally with such person and shall pay for same within 30 days of receiving account for same.
 27. A person purchasing a boat designated on a H.Y.C. Moorage/Membership Contract will not acquire the rights of moorage or membership under this contract.
 28. Boat owners who have their boats listed for sale and moored on H.Y.C. property must accompany all boat brokers, salesmen and prospective purchasers to and from their boat. *For Sale* signs must be approved by the H.Y.C. Executive.
 29. Boat owners are required to provide proof of current liability insurance coverage.
 30. All vessels within the H.Y.C. boundaries must adhere to the following, "*NO SAILING WITHIN THE YACHT CLUB BOUNDARIES*".
 31. All vessels moored at the Harrison Yacht Club on an annual basis shall be equipped with all required safety equipment, including a VHF radio, and shall be subject to a Canadian Coast Guard Courtesy Examination.
 32. Members shall be limited to three nights per month only for maximum transient overnight moorage. Daytime and functions are exempted.