



Royal Manitoba Yacht Club

90 Kenabeek Street

West St. Paul, MB, R4A 1A3

Email: rmyc\_office@shaw.ca Phone: 204-334-0530

www.royalmanitobayachtclub.com

### 2022 MEMBERSHIP APPLICATION & AGREEMENT

Please Check Preferred RMYC Membership (Prices are subject to GST and fees will be invoiced)

- Full Membership:** Access to a seasonal boat mooring at the club docks, access to storage of your boat in club yard, access to the fuel and pump out dock, access to club facilities including: washrooms, showers, restaurant, bar, banquet hall and emails notices for club news and social events **\$550 per year (\$577.50 with GST)**
- Park & Launch:** This option includes an *Associate Membership* and boats up to 18 feet in length can be included in this program. Leave your boat & trailer in our compound (May to October) with unlimited launching. **\$399 per year (\$418.95 with GST)**
- Associate Membership:** Unlimited boat launches from the club ramp included, access to storage of your boat in club yard, access to the fuel and pump out dock, access to club facilities including: washrooms, showers, restaurant, bar, banquet hall and emails notices for club news and social events. **\$175 per year (\$183.75 with GST)**
- Clubhouse Membership:** Access to clubhouse facilities, email notices for club news and social events. **\$100 per year (\$105 with GST)**

**Membership Fees do not include seasonal overnight mooring fees or yard storage fees**, which are invoiced separately and are based on the measured total length of the boat including all attachments to the bow or stern. Membership fees do not include the dock electrical service fees for seasonally moored boats, tickets for special club events, other optional or special services provided by club, or general assessments for special projects, all as approved by the Club’s Executive Board. For details, see the RMYC General Fee Schedule. Membership Fees and other applicable fees including taxes are due upon receipt of invoice.

Please indicate if a new member \_\_\_\_\_ or a continuous member since \_\_\_\_\_

Last Name: \_\_\_\_\_ First: \_\_\_\_\_ Initial: \_\_\_\_\_

Partner/Spouse Last Name: \_\_\_\_\_ First: \_\_\_\_\_ Initial: \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ Province \_\_\_\_\_

Postal Code: \_\_\_\_\_ Phone: (H) \_\_\_\_\_ (C) \_\_\_\_\_

(W) \_\_\_\_\_ email(s): \_\_\_\_\_

Occupation: \_\_\_\_\_ Employer: \_\_\_\_\_

Boat Make, Model and Length: \_\_\_\_\_

Registration Number and Name: \_\_\_\_\_

**Important Notice:** All new memberships are subject to approval by the Executive Board of the RMYC and in the case of new mooring or storage request are subject to space availability. All seasonally moored boats must carry at least 1 million dollars in general liability insurance. The following agreement on page 2 must be signed and dated by all members and applicants. Owners of boats to be stored must also complete this and/or a separate storage agreement before storage services are provided or continued.

## **MEMBERSHIP TERMS & CONDITIONS**

1. The applicant hereby requests the Executive Committee of the Royal Manitoba Yacht Club Inc. (**"the Club"**) to consider his/her application for membership contained herein for the services, and at the rates, as set out above.
2. If the Applicant is not already a member of the Club, he/she acknowledges that this application must be approved by the Executive Committee of the Club prior to the Applicant being entitled to any of the benefits of membership in the club.
3. This agreement shall become binding upon Applicant and upon execution hereof by the Application. If approval of the Executive Committee of the Club is required, this agreement shall become binding on the Club, only when such approval is given. If Executive Committee approval is not required pursuant to the terms hereof, this agreement shall become binding up on the Club upon execution hereof by the Applicant.
4. The Applicant represents and warrants to the Club that he/she is the legal and beneficial owner of the Boat described above. For seasonally moored boats, proof of liability insurance is required.
5. The Applicant agrees to pay all monies owed by the Applicant to the Club (including, but not limited to all membership dues, storage fees, dockages fees, utility charges, and applicable taxes), upon receipt of a detailed invoice. Interest will be charged on all past due amounts owed to the Club by the Applicant at the rate of 2% per month.
6. In addition to any right of the club pursuant to the By-Laws of the Club, as they exist from time to time, the Club shall be relieved of any further obligation to provide the services contemplated by this agreement upon default by the applicant under any of the terms of this agreement, and at any time after the default.
7. If any monies owed by this Applicant to the Club are past due, the Club shall be entitled to seize the Boat and hold same until all amounts owed by the Applicant to the Club have been paid in full, including the cost of seizure and any costs incidental thereto. In addition, the Club shall be entitled to all further rights of seizure and sale as may be permitted by law.
8. Applicant agrees to pay all costs and expenses (including legal fees of a solicitor) of the Club incurred with respect to any proceedings taken for the enforcing of the rights and remedies of the Club. No delay or omission by the Club in exercising any right or remedy shall operate as a waiver of them, or any other right or remedy. All rights and remedies of the Club pursuant to this agreement or the By-Laws of the Club as they exist from time to time, may be exercised at any time and from time to time independently or in combination.
9. The Club shall not be liable to the Applicant for any damage caused to the Boat while on any premises operated by the Club, unless caused by the gross negligence or willful negligence of the Club, or its employees.
10. The applicant shall indemnify and save the Club harmless from all claims, actions, damages, demands, fine and expenses of any kind for which the Club may become liable for which the Club may suffer, wholly or in part, due to any wrongful act, neglect or default of the Applicant, the Applicant's spouse/partner, any guest of the Applicant or any person operating the Boat. If the Club is made a party to litigation instituted by or against the Applicant, the Applicant's spouse/partner, any guest of the Applicant, or any other person because of such aforesaid wrongful act, neglect or default, then the Applicant shall indemnify and

save the Club harmless against and shall pay all costs, expenses and legal fees (on a solicitor and client basis) incurred or paid by the Club in connection with that litigation.

11. This Agreement is enduring and remains in effect as long as the Applicant (or their heirs or assigns) remains a member of the Club or has an outstanding account with the Club. The Applicant must keep the Club informed of their current address and contact information.
12. The Applicant by signing below or by checking this box agrees to the above Terms and Conditions and also agrees to abide by all Royal Manitoba Yacht Club By-Laws and Standing Rules.

Full Name (Printed) \_\_\_\_\_

Date: \_\_\_\_\_ Applicant's Signature: \_\_\_\_\_

Note: Complete this form and email to Club. If submitted online, signatures are not required when a valid email address is included on the form. Form may also be printed, signed and mailed or scanned and emailed to the Club at [rmyc\\_office@shaw.ca](mailto:rmyc_office@shaw.ca). Any questions, please contact the Club.

**FOR CLUB USE ONLY**

Date Application Received: \_\_\_\_\_ Measured Total Length: \_\_\_\_\_

Date Approved: \_\_\_\_\_ Date Invoiced: \_\_\_\_\_