**Between: Glovertown Yacht Club and Marina Inc. P.O.Box 312, Glovertown, NL, A0G 2L0**

**And:**

**Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 **Phone Numbers:**

**Res:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Cell:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Bus:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Email:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **(The Owner)**

**Vessel Identification**

**Boat Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Registration Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ S/N: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Class: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Berth No.: Pier: \_\_\_ Berth: \_\_\_\_**

**Length: \_\_\_\_\_\_\_\_Beam:\_\_\_\_\_\_\_\_\_ Draft: \_\_\_\_\_\_\_\_\_ Mast Ht.: \_\_\_\_\_ Displacement (lb.)\_\_\_\_\_\_\_\_**

**Engine Fuel Type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tank Capacity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Coking Fuel: \_\_\_\_\_\_\_\_\_\_\_**

**Shore Power: (Yes / No) \_\_\_\_\_\_\_\_\_\_\_ Maximum Amps: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Dinghy Name (if applicable) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Length:\_\_\_\_\_\_\_\_\_\_\_ Beam: \_\_\_\_\_\_\_\_\_\_\_**

**Insurance Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Policy #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**Note: It is the Owner’s responsibility to advise the Club if any changes are made to the above information.**

***Nomenclature:***

1. **Definitions:**
	1. **“Boat”** includes the above-described vessel and all of its equipment and gear, including all rigging, tenders, cradle / trailer, stores, furnishings, and personal property on board or in any other storage facility situated on the Marina’s property.
	2. **“Club”** refers to the Glovertown Yacht Club Inc., its directors, officers, employees, agents, members, and anyone else for whom, in law, be responsible, as well as their executors, heirs, and representatives.
	3. **“Owner”** includes the undersigned Club member, as well as any other person, whether a member of the ‘Club’ or otherwise, on whose behalf the undersigned enters into this agreement pursuant to the legal authority referred to in paragraph (2) hereof.
	4. **“Club’s Property”** means all moveable or immoveable property of the ‘Club’ whether owned or leased, and includes without limitation, the lands, buildings, wharves, finger piers, and their furnishings and accessories including electricity and water supplies.

 In consideration of the club providing a club membership, berth, or storage to the above-described boat, the owner agrees to the following:

**General Rules and Regulations**

These rules are general in nature and intended to ensure the safe and enjoyable use of the Marina by all users.

Non-compliance of these regulations may result in expulsion from The Glovertown marina with no fee refund.

GYCI may make amendments to these regulations as deemed necessary.

1. Persons may not alter, remove, or affect any changes to the Marina infrastructure in any way without the written consent of GYCI.

2. The docks are not to be cluttered with equipment and materials, and mooring ropes should be coiled and kept neat, in order to avoid trip hazards.

3. Boat hoses and electrical cords must be kept in good repair, and when left on the dock coiled properly out of the way of pedestrian traffic.

4. Trash and recycle waste must be placed in appropriate designated containers and not left on wharf, yard property, or alongside waste containers.

 All efforts must be made to prevent litter from being blown around or accessible to animals.

See Environmental Pledge below.

5. The throwing of any trash or refuse into the water is strictly prohibited by Environment Canada, and GYCI. See Environmental Pledge below.

6. The discharge of Oily Bilge water is also strictly prohibited by environment Canada and GYCI. See Environmental Pledge below.

7. Pets are permitted only if they DO NOT disturb other Marina users. They must be kept on a leash or in control at all times.

 Pet owners are responsible for cleaning up after their pets. Pets should be not allowed to defecate on the docks.

8. Boat owners are responsible for the actions of their crew and guests.

 Discourteous conduct, disorder, damage to property, disturbance to other tenants, or any actions that may harm the reputation of the Marina, will not be tolerated.

9. Children must not be left unsupervised inside the Marina. The Marina assumes no responsibility to unsupervised children on / within the GYCI property.

10. Boats moving inside the Marina waterways must move at slow **“NO\_WAKE”** speeds.

11. All vehicles owned by boaters or their guests must be left in designated parking spaces. The area immediately in front of the docking ramps is for loading and off-loading only.

12. All boats should be properly secured. It is the boat owner’s responsibility to ensure it is. Boats should be secured with appropriate size ropes, in good repair (no chafing), with at least a Bow, a Stern, and a Spring line.

13. **“All dry berths** are to be kept clean and tidy. Refuse must be picked up after boat launch, to the satisfaction of the Marina Manager.

Cradles on marina property may be moved by GYCI to a more suitable storage position.

Cradles, blocking, and other hardware may be moved by marina staff as required to carry out boat moving or yard maintenance.

 Vessels shall be properly supported and adequately secured by means of cradles, jack stands, or trailers. Boat owners are responsible to supply all materials and equipment required for the safe and sturdy storage of their vessel, including blocking.

All boat owners shall ensure that vessels placed on club property for storage are adequately secured to prevent excessive noise, vibration, and movement, to the satisfaction of GYCI.

 Where, in the opinion of GYCI, a vessel is the source of excessive noise, the owner of the vessel shall be contacted by GYCI and directed to remedy the problem at once.

If the problem persists after the owner has been given a reasonable period of time to eliminate it, then GYCI reserves the right to board the vessel and take appropriate measures to remedy the problem in good faith. In such instances, neither GYCI nor its representatives shall be held liable for any consequential damages or expenses resulting from the actions taken.”

**Glovertown Yacht Club**

**‘Dry Berth’ Vessel Storage Checklist**

The Glovertown Marina is located in the heart of the town of Glovertown in Alexander Bay, NL. It is owned and operated by the Glovertown Yacht Club Inc. (GYCI), a non-profit organization.

 Our features include short and long term berthage, a Marine Travelift, and a sizeable storage yard.

The following checklist is provided for boaters who elect to store their vessels in the GYCI storage yard. However, all boat owners are reminded that they remain responsible for the proper, prudent, and safe haul-out and storage of their vessels.

 GYCI recognizes that each vessel may have specific storage needs, and that this checklist is in no way intended to be a complete or all-encompassing list.

**GYCI accepts no liability for boat owners’ compliance (or lack of compliance) with this checklist**.

1. **General (applies to all vessels):**
2. Vessels shall be properly supported and adequately secured by means of cradles, jack stands, or trailers. All equipment and components shall be suitable for such service, in good condition, and free from damage or corrosion. In order to minimize the chance of supports settling or sinking, those types of supports which transfer their loads to the ground at concentrated points (such as jack stands) shall either be fitted with wide base plates or be placed on adequately sized blocking (such as plywood or wide lumber). Jack stands on either side of the hull should be tightly joined together with a non-stretching, non-chafing material (preferably chain or ratchet-type cargo straps, but not rope). Such materials should be suitably sized for the loads imposed, in good condition and free from chafe or ultraviolet (UV) damage.
3. Any and all equipment and deck gear which can be removed should be taken off the vessel or stored within it.
4. All canvas such as dodgers, biminis, awnings, cockpit/flybridge enclosures, etc. should be removed.
5. Dinghies are to be taken off the vessel or stored within it. Dinghies are not be left attached to davits or stern platforms, and shall not be lashed to the deck for storage purposes.
6. Improperly-fitted winter covers can be a source of noise and chafe, and their use is discouraged.

Where owners choose to use winter covers they shall be either: (a) commercially available covers made for that purpose and fabricated for that particular vessel (Kinder covers, for example); (b) shrink-wrap installed by professionals or persons familiar with their use; or (c) tight-fitting covers whose design and installation shall prevent them from moving or flapping in high winds.

 The use of loose-fitted tarpaulins shall not be permitted if they cause excessive noise during windy conditions.

1. Completely drain all fresh water and seawater systems. Such systems should be winterized by pumping a suitable antifreeze solution through them. Remember not to overlook those remote or more rarely-used systems such as transom showers, washdown systems, etc.
2. All onboard sewage systems (including marine heads, holding tanks, and black water systems) should be drained, flushed and winterized BEFORE haulout. Under no circumstances are such systems to be drained or flushed while on land. See Environmental Pledge below.
3. Remove all perishable goods, food and beverages, and anything that could rupture or be damaged by freezing.
4. Remove all flammable products. Such items would include (but not be limited to) gas cans, disposable propane bottles, etc.
5. Disconnect all shore power cords and extension cords (this is for the protection of both the vessel’s electrical system as well as the Marina’s).
6. **Additional requirements for Sailboats:**
7. All sails are to be removed prior to haul-out. Under no circumstances are boats to be left for storage with sails still in place.
8. All halyards are to be removed, or secured so as to prevent noise, vibration, and chafe.

Halyards which are left loose, or able to be moved by the wind to cause “slapping” or contact with mast, boom, etc. will not be accepted or tolerated.

This may be done by (a) securing the halyards to a point on the deck or toe-rail well away from the mast, (b) attaching a line partway up the halyard (which is then tensioned in a near-horizontal direction to pull the halyard clear of the mast), or (c) some other arrangement which is deemed acceptable to GYCI.

**Glovertown Marina Boat “Launch / Haul-out Responsibilities”**

The **Crane Operator** is an experienced professional . He / She has full authority and responsibility for the condition, setup, and operation of the Travelift.

**The Operator** has complete authority to refuse a lift if the site conditions, the rigging, or any other parameter may jeopardize the completion of a safe lift.

**The Boat Owner is ultimately responsible for the lifting and movement of their vessel.**

The **Owner** must be in good standing with the Glovertown Marina, and carry liability Insurance, or sign a waiver as such, in accordance with the Club Bylaws and Agreements.

If the **Boat Owner** is not satisfied with how things are proceeding, or uncomfortable with the activities around their vessel, He / She has the right and responsibility of withdrawing from the lift process.

The **Boat Owner** is responsible to agree with the positioning and security of the slings and ropes prior to lifting the boat.

The **Owner** is also responsible for ensuring that the boat cradle, and / or jacks stands are in good condition, and able to withstand movement during the placing and removing of the boat during the lift process.

**Boat owners** are responsible to supply the blocking, stands, and cradles used to sufficiently secure the boat, enough to withstand severe stormy weather.

The **Owner** is also responsible to ensure that the cradle pads are properly adjusted and properly positioned and that the boat is properly located fore and aft in it’s cradle, or jack stands, before the boat is released from the Travelift straps.

The **Boat Owner** also is responsible to have the applicable cradle, or support systems ready for use prior to lifting the boat out of the water.

**The Lift Operator has complete control of the lift process from a safety standpoint.**

**The Boat Owner must be in complete agreement with all activities involving their vessel.**

**User Agreement Articles:**

1. The undersigned represents that she/ he has the legal authority to sign agreement as ‘Owner’, ‘Possessor’, or ‘Beneficial User of the ‘Boat’.

1. The Owner agrees to pay the Club’s fees for services provided. This includes berth rental, electricity, boat haul-out, launch and storage which is based on the length of the boat, as well as membership fees and any other fees that may be introduced from time to time. The length of the boat will be determined by information provided by its model number. These fees must be paid in full by the end of June each year unless special arrangements have been made.
2. The following is an Environmental Pledge for members and employees.

Given that we all use beautiful Bonavista Bay for our boating pleasure the onus falls on us to be responsible stewards of this great resource. If it is within our means and commitment…TO THE BEST OF OUR COLLECTIVE ABILITY ……….

WE PLEDGE TO;

* Reduce unnecessary idling of our engines including heavy equipment
* Re-cycle beverage containers etc. as per guidelines of the Central Waste
* Management www.cnwmc.com ie; stored in blue re-cycle bag,
* Dispose of our waste oils and batteries etc. at the location following
* locations; Woodman’s Garage for used oil and batteries and D &amp; A
* Outdoors &amp; Automotive Ltd for used oil. Oil should be free of contaminants
* such as water and gasoline.
* Handle our garbage in clear bags as local per regulations www.cnwmc.com
* and GYC policy
* Conserve drinking water.
* Use ECO- friendly cleaning products when cleaning our vessels.
* Re-Fuel at the designated location, re-fueling is not permitted at any berth,
* per GYC policy.
* Discharge/Dump our holding tanks outside of Middle Arm ( Glovertown harbour) as per Federal regulations
1. The Owner agrees that with respect to Major repairs that hers/his boat on Club property that she/he must provide a description of the repairs to be carried out, and an estimate of the time required to complete the work, with a sufficient notice for a club decision to be made. The Club reserves the right to refuse work to be carried out if it deems it unsuitable for this facility.
2. The Owner acknowledges that she/he is responsible for all persons doing work on their boat, and for any damage resulting from, or related to. Their activities or presence on the club premises in relation to such work. The Owner acknowledges that these persons are not employees of the Club, or in any way associated with the Club and that the Club bears no responsibility resulting directly or indirectly from their work or quality thereof.
3. The Owner agrees to pay the cost of any damage, direct or consequential, to the Club’s property, or to persons, or other properties situated on the Club’s premises, or to the environment, which results from the operation of the boat or any of its equipment or accessories.
4. The Owner agrees to maintain in force adequate insurance in connection with the ownership and operation of the boat, **OR** sign a waiverholding the Club harmless in this regard.
5. The Owner assumes full responsibility for the operation or use of the boat agrees that the Club is harmless of any damages, loss, or injury in connection therewith, except where there has been deliberate or gross neglect by the Club. Also the Owner takes full responsibility for any eventuality resulting from his/her use, or use by any other person(s) other than Club staff assisting him/her, of the Club equipment used for the maintenance and or operation of the boat.
6. The Owner acknowledges that the Club may change the berthing location assigned to the boat following prior consultation.
7. The Owner, or their Designate shall be present for all Haulouts, lifts, or moving of a vessel, and shall be solely responsible for the manner in which the movement is carried out.

Where the Owner cannot be present, or chooses not to be present, they may give the Marina consent to move the boat as required on their behalf, in which case the Club, and its representative shall carry out the work in good faith, and not be held liable for any damages that might occur as a result.

1. The Owner acknowledges that the boat may be moved from its usual berth at the Club’s discretion, if there is a risk to the boat or any other boats, and / or to the club’s property. A boat in storage may be moved if it impedes the launching of a neighbor’s boat. In all circumstances the Club will make every attempt to contact the Owner first, except where there is an immediate emergency wherein the club shall give reasonable notice as the circumstances warrant.

The Owner hereby acknowledges and consents to the Club’s right to take such action, and further agrees where the Club has reason to move a boat, and has made every available effort to contact the Owner, that a lack of acknowledgement will imply a tacit consent to move the vessel as required on their behalf. The marina will carry out the work in good faith and shall not be held liable for any damages that might occur as a result.

1. The Owner acknowledges that if the boat sinks, or is severely damaged, or destroyed on the Club’s property whether at its berth or in storage, the Owner shall remove the wreck forthwith. Otherwise, the Club may remove the same and the costs of removal and disposal shall constitute a debt owed to the Club by the Owner accordingly.
2. The Owner agrees not to assign this Agreement, sublet, or in any way transfer any berth space provided to her/him, except by previous negotiation with the Club.
3. The Owner agrees that in the event of the sale of the boat he/she remains fully responsible for the boat and all associated fees payable to the Club until such time that the boat is removed from the club’s property unless the club is provided with written evidence that the boat has been sold and that the ‘New’ Owner assumes full responsibility for it.
4. The Owner hereby acknowledges that she/he is familiar with the by-laws and regulations of the club and all rules governing the use, operation, and maneuvering of the boat; and agrees to abide by, and respect said rules and by-laws for all of his/her activities at the club and on or about the Club’s property and premises, including the water channel.
5. The Owner acknowledges that vehicles parked on the Club’s premises, and the contents therein, are left at the Owner’s risk.
6. Should the Club fail to exercise any of its rights under this Agreement or waive any of its terms or conditions for special circumstances, this shall not be construed as a waiver of any of the other terms of the agreement; and in no way shall it deemed to be an acquired right or precedent in favour of the Owner.
7. This agreement shall be binding upon the parties hereto, their heirs, executors, and legal representatives.
8. This agreement supersedes and replaces all prior agreements.
9. Any verbal, or other kinds of representations, promises, or agreements made with any Employee or Club representative that is not cosigned here within, shall not be binding upon the Club, except for a temporary agreement in the case of a dire emergency.

**By signing below the boat owner agrees that he / she has read and understands the above General Rules and Regulations, and the Articles of this User Agreement.**

 **All boat owners that use the GYCI Travelift services, and / or have Dry Land berths acknowledge that they have read the “Vessel Storage Checklist”, and the “Launch / Haul-Out Responsibilities” and, hereby agree to adhere to the documents’ articles.**

**GYCI has the right to modify these articles if deemed necessary and agrees to notify all members of any changes made.**

**Waiver of Liability:**

**The owners of all vessels using GYCI marina should have adequate liability and property insurance.**

**GYCI carries insurance for damages caused by our negligence only.**

**Fire, theft, vandalism, or any damages caused by the natural elements, are not covered by our insurance.**

**Vessel owners shall hold GYCI harmless in the event of such occurrences.**

**All mooring at the GYCI Marina shall be at the vessel owner’s risk and peril.**

**GYCI reserves the right to move a vessel if its location at any point constitutes a safety risk to the Marina property, or that of another user.**

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**Owner’s Name** **Signature**

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**Vessel Name:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Club Representative** **Signature**

**Date: (dd/mm/yyyy) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**