

# CLUB RULES OF THE ROTHESAY YACHT CLUB INC.

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# CLUB RULES

## RULE 1 - MEMBERSHIP CLASSES

1.1. RYC shall have five membership classes: Family; Student;; Associate/Racing; Out-port; Honorary.

1.1.1. **FAMILY** -A boat owner may apply for Family membership. The boat owner, spouse and any children up to the age of nineteen years on the date of application shall be members of RYC, forming the Family membership unit.

1.1.2. **STUDENT** -A person who, on the date his application is made, is ten years of age or older but no more than twenty-three years of age and a full time student may apply for Student membership. Student members may each keep at RYC a boat no longer than 18 feet overall, with a motor having no more than 10 HP if any.

1.1.3. **ASSOCIATE/RACING** -A person nineteen years of age or older as of June 1st who will be a social member of the club and will not have a boat at the club may apply for Associate membership. An Associate member shall not keep any boat or tender at RYC or participate in RYC races in their own boat except by invitation of the Racing Committee A person who participates in more than 3 club races must be a Member.

1.1.4. **OUTPORT** - A boat owner who may launch or haul a boat at the RYC but does not keep any boat or tender there during the boating season. An Outport Member may use the winter storage facilities at the RYC, and may keep their cradle/trailer there in the summer. An Outport Member may not use dock space or have a mooring at the RYC.

1.1.5. **HONORARY** -The Board may appoint any person an Honorary member of RYC for exemplary service or to RYC. An honorary member shall be a member for life. Normal guidelines include the person's service to RYC and the person's age plus the number of years the person is a member should add up to 100. An Honorary Member holds all the rights and privileges of a Family Member.

## **RULE 2 - MEMBERSHIP RULES**

- 2.1. **MEMBERSHIP PRIVILEGES** - Subject to the Club Rules, all members may enter upon RYC grounds, use RYC facilities and participate in RYC races, activities and events in accordance with the by-laws and Club Rules.
- 2.2. **BOAT PRIVILEGES** - Family membership units may use RYC boating facilities with respect to one boat and one tender. ..
- 2.3. **GUESTS** - Members may invite guests upon RYC premises. Members shall be responsible to RYC for the conduct of their guests. Where guests of members are on RYC premises on a regular basis the members should encourage the guests to join as associate members.
- 2.4. **VOLUNTEER WORK** - Each member shall be encouraged to contribute a minimum of eight hours work to a Standing Committee or Special Committee Such member may designate in its application for membership which Standing Committee. However directors shall have the final determination as to where the membership unit serves
- 2.5. **SALE OF BOAT** - Where a Family, or Student member sells his boat, he should advise the Membership Director or staff of the name of the purchaser. If the purchaser intends to become a member of RYC, if not one already, the member should direct the purchaser to the Membership Director and Harbour Director.
- 2.6. **RACING** - Only a boat whose owner is a Member may race in RYC sponsored events. . Boats where the skipper is not a member will be considered "not racing," and will not be included in the trophy competitions. This regulation does not, , refer to others invited by the Racing Committee to race with RYC .
- 2.7. **NEW MEMBERS APPLICATION** - Subject to the by-laws, no application for annual membership by a person who has not previously been a member of RYC shall be granted unless the application is in order; the entrance fee is paid,; and all fees payable at the time the application is made are paid in full.

- 2.8. **MEMBERSHIP RENEWAL** - Subject to the by-laws, no application for renewal of membership from the previous membership year at any time shall be granted unless
- 2.8.1. the application is in order;
  - 2.8.2. all arrears of fees, assessments, fines or debts due and payable to RYC of any nature whatsoever due and payable to RYC from previous years are paid in full;
  - 2.8.3. annual dues for the membership year applied for is paid;
  - 2.8.4. all fees due and payable for the forthcoming membership year are paid in full; and
  - 2.8.5. the applicant's membership has not been revoked or suspended at the time of application.
  - 2.8.6. any member who has not paid their current year's fees and dues (or outstanding amounts) by April 30 shall lose all their rights and privileges as a member including, but not limited to, boat storage, launch/haul-out, racing, and the right to berth space.

### **RULE 3 - FEES**

#### **3.1. DEFINITIONS:**

- 3.1.1. **Storage fees** are fees payable for the storage of member's property including, but not limited to, mast and boating accessories; cradles, trailers and boat

#### **3.2. FEES** - The board may fix by resolution the following fees or charges:

- 3.2.1. annual dues for each membership class;
- 3.2.2. launch and haul-out fees;
- 3.2.3. berth fees;
- 3.2.4. ramp fees;
- 3.2.5. building and ground storage fees, if any;
- 3.2.6. facility Rental Fees;
- 3.2.7. boat/trailer/cradle moving and relocation fees;
- 3.2.8. maintenance fees for inspection and repair of members'

property (i.e. moorings etc.);

3.2.9. and other fees as the Board may deem fit and such fees shall be due and payable as the Board may decide.

3.3. **DISCOUNT** - The Board may allow a discount, of such percentage and for such fees as it may deem fit.

3.4. **EXTRA LAUNCH-HAUL-OUT FEE** - Where the launch or haul-out of a member's boat requires extra crane time, the Launch Haul-Out Director may assess the member an extra fee for the extra crane time to recompense RYC for the extra expense. This notice should occur as soon as possible when it becomes evident that extra time is required. If the member and the Launch Haul-Out Director cannot agree on the extra fee, the matter shall be referred to the Board for final determination at the next Board meeting with a hearing, if requested.

3.5. **NEW BERTH RENTAL FOR PART OF SEASON** - Where a berth is rented for part of a season to a member, the Berths and Docks Director shall set a fee proportional to the period of time the berth is rented for the berth which shall be paid in advance of the member using the berth.

3.6. **BERTH RENTAL REBATE** - Where for any reason, during the season a member does not intend to use a berth for which he has paid, he shall communicate his intention to the Director. The berth reverts back to RYC. If the berth is subsequently rented out for the remainder of the season, the Berths and Docks Director shall rebate the berth fee in proportion to the period of time the member does not use the berth.

3.7. **ARREARS** - RYC shall not provide launch or haul-out, or rent a berth, or provide any other service to any member in arrears for any fees, assessments, fines or any debt owing to RYC.

3.8. **VISITING YACHTS** - Visiting Yachts from other Yacht Clubs (excluding local clubs, subject to approval by the Board), as a courtesy may be offered the following, (once per season);

3.8.1. Guest mooring available for 1 night without charge for

- reciprocal club member;
- 3.8.2. Free water, pump-out and use of all club facilities;
- 3.8.3. Berth space may be available for a fee. Please check with office for availability and rate;
- 3.8.4. Moorings (if available), for additional nights. Please check with office for availability and rate;
- 3.8.5. Visiting Yachts not associated with other Yacht Clubs are required to check with the office for availability and rate for berths or moorings;

## **RULE 4 - HOUSE & GROUNDS RULES**

### **4.1. DEFINITIONS:**

- 4.1.1. **“Lay-up period”** is the period one week prior to the date of the first autumn haul-out and ending one week after the date of the last spring launch;
- 4.1.2. **“Members property or property”** is any personal property owned by any member of any class and which may include, but is not limited to, their tender, yacht, trailer, cradle, mooring or automobile and all accessories thereto occupying space on RYC grounds as well as their personal effects; and
- 4.1.3. **“Season”** is the period of time not being the lay-up period.

4.2. **MEMBERS' USE** - The RYC buildings and grounds are for the exclusive use of members and guests in accordance with these Club Rules, except bona fide participants in Sailing Committee or Junior Sailing Committee regattas or programs, or as the Board may by resolution permit, including, but not limited to, renting the clubhouse to members and non members for private functions. Members are responsible for the conduct of their families and guests.

4.3. **SPAR SHED** - The Spar Shed shall be for the use of all members including those under the age of nineteen years; as well as instructors and in the Junior Sailing program during the times required for it.

4.4. **YACHTING GUESTS** - Owners and crews of yachts visiting from

other yacht clubs and participants in boating races, cruises or regattas sponsored by RYC may use the buildings and grounds.

- 4.5. **KEYS** - Keys to RYC buildings shall be held by staff and each director or member, as necessary, who shall be responsible for their return to RYC at the end of their term of office or employment, as the case may be.
- 4.6. **STORAGE IN BUILDINGS** - The buildings shall be used for the storage of RYC property only, including but not limited to tenders, sail boats, tools and materials, except as otherwise provided and upon payment of such fees as may be set by the Board.
- 4.7. **STORAGE IN RYC BUILDINGS** - The buildings may be used for the storage of members' and other boating accessories in the space provided for this purpose only as set by the Club Director each year, on a first-come, first-served basis, over the lay-up period upon payment of such fees as may be set by the Board.
- 4.8. **RYC EQUIPMENT** - No member shall use RYC tools or equipment, including all boats, except with the permission of a director or a member of Club staff and for a reasonable period of time when the tool or equipment is not being used for Club purposes. Every member using RYC tools or equipment should sign a receipt kept for the purpose of recording his loan. The member shall be responsible to RYC for the tool or equipment so borrowed and shall be liable for the cost of the repair or replacement of the item if it is lost, stolen or damaged.
- 4.9. **STORAGE ON GROUNDS** - Members' property may be kept on RYC grounds as permitted by order of the Board. Members shall provide the Membership Director with details identifying their property on membership applications. All tenders, trailers and cradles shall have the name of the member and boat marked on them or some name or mark identifying the property as the member's.
- 4.10. **DESIGNATED STORAGE AREAS** - The Board by resolution each year may designate the areas where members and guests may, on a first-come first-served basis, keep tenders, boats, trailers, cradles and

automobiles as is reasonable during the season and lay-up period. The Building and Grounds Director (or their designate) has full authority to direct where a member's or guests property may be stored on RYC grounds.

4.11. **UNAUTHORIZED STORAGE ON GROUNDS** - Where a member keeps a tender, boat, trailer, cradle or automobile in an area not permitted by the Rules, the Building and Grounds Director (or their designate) or Commodore may cause it to be moved to such place as they deem fit, at the owner's expense.,

4.12. **REMOVAL OF PROPERTY FROM RYC AFTER SEASON** - On ceasing to be a member, the past member agrees to remove all their property forthwith from RYC premises. Noncompliance with this provision may result in a notice by registered post from the Board to the past member, that RYC shall remove their property for storage off RYC premises at their sole risk and expense ten days after the date of this notice. The past member agrees that he is liable to RYC for all costs of same.

4.13. **STORAGE OVER LAY-UP PERIOD** - Members may store their property on RYC premises over the lay-up period in accordance with the Club Rules provided notice is given to the Building and Grounds Director and all applicable fees, if any, are paid in advance.

## **RULE 5 - MOORING RULES**

5.1. **RYC HARBOUR** - RYC moorings and the placement of members' moorings shall be under the control of the Harbour Master. No mooring shall be placed in RYC Harbour without the prior approval of the Harbour Master or their designate

5.2. **MOORINGS RULES** - The Board may make specific rules as it deems fit concerning all matters related to moorings in the RYC Harbour including, but not limited to:

5.2.1. placement or variation of any location of a member's mooring;

5.2.2. sizes of chain connection;



- 5.2.3. weight and nature of the anchor or anchorage materials;
  - 5.2.4. nature, size, shape, or colour of surface buoys, or floats;
  - 5.2.5. the mandatory inspection of moorings; and
  - 5.2.6. nature, dimensions and length of any mooring lines.
- 5.3. **NEW MOORINGS** - Any member requiring a mooring shall apply to the Harbour Master. All materials intended by any such member to be used in connection with any such mooring, shall, before being submerged, be submitted to the Harbour Master or their designate, for approval.
- 5.4. **WINTER MOORINGS** - All members must replace their winter mooring (logs or rope) with their plastic mooring balls as soon as practical after spring break-up.
- 5.5. **PAST MEMBERS' MOORINGS** - At the point of which a membership ceases, the ownership of the past member's mooring reverts to the RYC at an agreed upon sum between the member and the Harbour Master. Failing agreement, the past member must remove the mooring from the Harbour. Notwithstanding the forgoing, members and past members may sell moorings to members.
- 5.6. **NONCOMPLIANCE WITH MOORINGS BY-LAW** - Where a member does not comply with the directions of the Harbour Master, or breaches the Club Rules concerning moorings, the Harbour Master may cause the removal, relocation, repair or alteration of the mooring, as may be appropriate, to ensure a safe and orderly harbour. Immediately the entire cost of such plus a fine of \$50 shall be deemed a debt due and payable to RYC. The Harbour Master shall give the member reasonable verbal or written notice that he intends to take action under this paragraph so as to permit compliance.

## **RULE 6 - FLOATING DOCKS RULES**

- 6.1. **FLOATING DOCK OWNERSHIP** - All floating docks in the RYC harbour are the property of RYC subject to such rules and regulations

as the Board may decide.

- 6.2. **LOADING DOCKS** - Any floating dock alongside the wharf or breakwater, as well as the floats at the end of "A" dock and "B" dock or any other RYC docks, are for the purpose of loading and unloading member's boats, or stepping the mast. No member shall use such floating docks any longer than is absolutely necessary to accomplish these ends. The Superintendent or the Director of Berths and Docks may authorize an extended stay.
- 6.3. **IMPROPER USE OF FLOATING DOCKS** - Where a member has breached rule 6.1, the Director of Berths and Docks may assess a fine of \$50 be deemed a debt due and payable to RYC
- 6.4. **BERTHS** - All berths on docks are owned by RYC and are under the control of the Director of Berths and Docks. The number and size of berths available for rent to members shall be at the discretion of the Director of Berths and Docks.
- 6.5. **APPLICATION FOR BERTH** - Only Family members in good standing may rent a berth and apply for same, either in their application for annual membership; or, directly to the Berths and Docks Director after the due date.
- 6.6. **ALLOCATION OF BERTHS** - Berths shall be rented each year to members in good standing who rented a berth the previous membership year and have paid all required fees, including the berth fee on before the date set by the board, provided a berth suitable to the member's boat is available. After the date for payment set by the Board, shall be allotted to applicants in the order in which the Berths and Docks Director receives payment in advance for a berth on a first-come, first-served basis, provided an appropriate berth is available. All unsuccessful applications for berths shall be on a waiting list in order of time they were received and any berth fees paid shall be returned to the member.
- 6.7. **WAITING LIST** - If a member relinquishes their berth, the Berths and Docks Director shall offer the berth to the first name on the waiting list to a member having a boat appropriate to the size of the

berth and so forth until the berth is rented. The fee shall be in proportion to the time remaining in the season.

6.8. **BERTHS BY SEASON** - Berths shall be rented by the season only, unless there is sufficient surplus berth space to rent for shorter periods (i.e. no one on the waiting list).

6.9. **CHANGE OF USER OF BERTH** - Where, during the season, a Family member who has rented a berth and has sold his boat to a purchaser who is a Family Member, the new owner may use the berth for the balance of the season only, (and may go on the waiting list for following seasons) provided the member selling the boat has not requested a berth fee rebate. Other than this case, subletting or sharing of berth space is not permitted unless approved by the Board.

## **RULE 7 - LAUNCH & HAUL-OUT**

7.1. **MEMBERS ONLY** - No boat except owned by a member in good standing, shall be launched or hauled out by RYC, unless the Board otherwise decides by resolution for exceptional cases.

7.2. **DIRECTOR'S CONTROL** - The Launch and Haul Director or such person as may be appointed by them to act in their absence shall have control of the launch and haul and all members shall obey their reasonable instructions concerning the conduct of same.

## **RULE 8 - CLUB STAFF**

8.1 **STAFF EMPLOYED BY RYC** - Staff is responsible to the Board, under the direction of the Building and Grounds Director, and employed by RYC to attend to RYC business. Staff is encouraged to assist members in situations where such assistance will not interfere with the execution of staff duties. For example, assisting member's docking their boats. The Board needs to further discuss this to insure the staff is attentive to the member's needs.

- 8.2 **STAFF ENFORCEMENT OF BY-LAWS** - The club staff shall have the power to demand compliance with the by-laws and Club Rules by members and guests, and should report non-compliance to the Board.

## **RULE 9 - COMMERCIAL OPERATIONS**

- 9.1 **EVENTS** - such as races, regattas, sailing clinics, sailing lessons or other activities which may be conducted at RYC and sponsored by RYC.
- 9.2 **COMMERCIAL OPERATIONS** - No operation for profit or nonprofit activity shall be conducted at RYC without the prior permission of the Board in strict accordance with this By-Law.
- 9.3 **MEMBERS ONLY** - No person except a member may conduct a commercial operation at RYC, unless approved in writing by the Board.
- 9.4 **APPLICATION FOR COMMERCIAL OPERATION** - A member shall not conduct a commercial operation at RYC unless:
- 9.4.1 written proposal for the activity, or operation is submitted to the Board for approval;
  - 9.4.2 it conducts the activity in accordance with such terms and conditions as the Board may prescribe in its approval and, in all cases, with minimum interference to other members; and
- 9.5 **RESPONSIBILITIES OF COMMERCIAL OPERATOR** - Where a person/organization conducts an activity at RYC they agree:
- 9.5.1 the event shall be conducted at their sole expense and risk; and
  - 9.5.2 they shall indemnify and save harmless RYC from any and all claims, demands or liabilities which may be alleged against RYC as a consequence of same, including any solicitors/client costs.

- 9.6 **NO CHARTERS** - No member shall charter their boat for hire from the RYC premises, berths, or harbour.
- 9.7 **PERMITTED ACTIVITIES** - Nothing in this By-Law shall prohibit a member from:
- 9.7.1 showing his boat for resale privately or by commercial broker;  
or
  - 9.7.2 inviting any commercial concern or broker to RYC to render any material, labour, or services to his property.

## **10- MISCELLANEOUS**

- 10.1 **PERSONAL PROPERTY** - As a condition of membership, each member agrees that their personal property, of any nature or description whatsoever that is on RYC grounds or harbour is there at their sole risk.
- 10.2 **DAMAGE TO RYC PROPERTY** - Every member (or in the case of a student member under the age of nineteen years, their parents or legal guardians) their executors, administrators, heirs, successors and assigns agrees to repair or replace at their own expense any property owned by RYC and stolen, lost or damaged as a result of their negligence. RYC may sue the member or past member in a court of law, for the repair or replacement cost of its property and solicitor/client costs.
- 10.3 **DAMAGE TO OTHER MEMBER'S PROPERTY** - Every member (or in the case of a student member under the age of nineteen years, their parents or legal guardians) their executors, administrators, heirs, successors and assigns agrees to repair or replace at their own expense any property owned by another member and stolen, lost or damaged as a result of their negligence.

END