

# FALSE CREEK YACHT CLUB

## Moorage Rules

Modified 2020-04-03

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### Definitions

Except as otherwise provided below, the definitions in the Bylaws and the Moorage Contract apply to these Moorage Rules.

In these Rules, a word defined in the plural form includes the singular and vice versa.

Unless the context otherwise requires,

- 1.1 “Eligible Member” means a Member who has a right, in accordance with Article 3 of the Bylaws, to Moorage in the Marina.
- 1.2 “LOA” means vessel Length Over All.
- 1.3 “Marina Committee” means the committee appointed by and advisory to the RC Marina on Marina operations.
- 1.4 The Bylaws notwithstanding, “Moorage” means a mooring where a vessel may be secured in the Marina, excluding the kayak and SUP racks and launch.
- 1.5 “Moorage Year” means April 1 through March 31 of the following year.
- 1.6 “Mooring Member” means any Eligible Member who owns a vessel moored at the Club and who has a Moorage Contract with the Club or

who has a sublease with a Mooring Member authorized by the RC Marina.

- 1.7 “Owner” means any person who has any interest, full or partial, in a vessel whether by means of a share interest, a partnership interest, a trust, a lease–purchase agreement, or any other beneficial entitlement to the use or enjoyment of the vessel.
- 1.8 “RC Marina” means the Rear Commodore Marina.
- 1.9 “Moorage Seniority” means seniority for purposes of obtaining Moorage as provided in these Rules.

#### Eligibility for Moorage

- 2.1 An Owner of a vessel may hold Moorage for the vessel only if he or she is an Eligible Member. In the case that a vessel has more than one Owner, no Owner of a vessel may hold Moorage for the vessel unless every Owner of the vessel is an Eligible Member.
- 2.2 Rule 2.1 notwithstanding, a vessel owned entirely by a spousal couple or by a corporation that is owned entirely by a spousal couple is not deemed to have more than one Owner for the purposes of these Rules.
- 2.3 Use of a Moorage by a person who is not an Eligible Member is forbidden, except that the Club may use vacant Moorages for temporary Moorage in compliance with the policy on Temporary Moorage Revenue Sharing.
- 2.4 No Mooring Members shall permit their Moorage to be occupied by any vessel except the vessel indicated on the Moorage Contract, except with permission of marina staff or in compliance with the policy on Temporary Moorage Revenue Sharing.
- 2.5 No Eligible Member hold more than one Moorage at one time.
- 2.6 All Mooring Members shall provide the RC Marina, on an annual basis, proof of insurance coverage that meets the Club’s requirements. The

Board shall review these requirements annually and decide in January what minimum insurance is required for the following Moorage Year.

- 2.7 If a Mooring Member leaves a Moorage vacant for more than six months, the Moorage Contract is terminated. The RC Marina may grant a variance to this Rule if the Mooring Member has demonstrated exceptional circumstances.
- 2.8 If a Mooring Member purchases a vessel whose LOA is more than three feet longer than the Moorage, the Moorage Contract is terminated. The RC Marina has sole discretion to grant a variance to this Rule on the basis of (1) safety, (2) efficient use of available dock space, and (3) the best interests of the Club moorage program.
- 2.9 Mooring Members must give 30 days written notice to the RC Marina of their intent to terminate a Moorage Contract. Failure to comply with this Rule will result in Moorage charges being assessed until the Moorage is reallocated.

#### M o o r a g e   C o n t r a c t   A l l o c a t i o n

- 3.1 The RC Marina shall maintain Moorage waiting lists, which will be posted on the Club's web site. These lists shall include:
  - a. A list of Eligible Members either seeking new Moorage or seeking to change Moorage. The list includes each Eligible Members' requirements and Moorage Seniority.
  - b. Eligible Members wishing to sub-lease Moorage, and their requirements, and Mooring Members with Moorage they wish to offer for sub-lease.
- 3.2 Eligible Members wishing Moorage must complete the appropriate application form prior to having their name placed on the Moorage waiting list.
- 3.3 Eligible Members on the waiting list for Moorage are entirely responsible for ensuring that they have provided the RC Marina with

an up-to-date, reliable email address. An Eligible Member who has not replied, within 48 hours, to an email offering Moorage shall be deemed to have declined the offer.

- 3.4 When making a request for Moorage for a vessel, all Owners shall list their names on the application for Moorage and shall have their names listed on the Moorage Contract. Failure to comply with this requirement terminates a Moorage Contract.
- 3.5 The RC Marina shall not offer Moorage to any Eligible Member who is not in good standing.
- 3.6 Normal practice is to allocate Moorage in such a manner that the vessel occupies the Moorage in a safe and efficient fashion. Moorage is principally offered on the basis of vessel and Moorage dimensions.
  - a. Moorage that is more than 10% longer than a vessel's LOA shall not normally be assigned to a vessel. The RC Marina has sole discretion to grant a variance to this Rule on the basis of (1) safety, (2) efficient use of available dock space, and (3) the best interests of the Club moorage program.<sup>1</sup>
  - b. At their sole discretion, RC Marina may offer a Moorage to an Owner whose vessel LOA is up to 110% of the length of the Moorage.
  - c. In offering Moorage, the RC Marina will prioritize Owners whose vessels whose beams make maximum efficient use of the Moorage width.

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<sup>1</sup> For example, for a Moorage of 100', in the first, round vessels 90' to 100' LOA are eligible and if multiple vessels qualify, Moorage Seniority determines assignment; in the second round vessels 79' to 89' LOA are eligible and if multiple vessels qualify, Moorage Seniority determines assignment; in the third round vessels 68' to 78' LOA are eligible and if multiple vessels qualify, Moorage Seniority determines assignment; et cetera.

Vessel LOA measurements will be rounded up to the next higher foot when greater than or equal to 6 inches. Vessel beam measurements are made to the nearest inch.

- 3.7 Moorage Seniority shall be the second factor in determining in which order Eligible Members are offered Moorage.
  - a. Moorage Seniority is calculated by adding the total cumulative amount of time that a Member has been an Eligible Member, not including any time they have not been an Eligible Member.
  - b. Except as provided by Rule 2.2, in the case of any vessel that has more than one Owner, Moorage Seniority is calculated as in (a), using the Owner with the least cumulative amount of time as an Eligible Member.
- 3.8 Mooring Members who request and are granted a change in Moorage shall be charged a \$100 administrative fee.
- 3.9 Vessel LOA is subject to verification before the Moorage Contract is signed.
- 3.10 An Eligible Member who is offered a Moorage shall sign the Moorage Contract and pay all Moorage fees within seven days, or they shall be deemed to have declined the offer.
- 3.11 Mooring Members who anticipate acquiring a vessel larger than could be properly accommodated in their current Moorage must place their names on the Moorage waiting list. When they are offered the larger Moorage, they must occupy the larger Moorage with the larger vessel within six months of the date of offer. Extension of this six month period may be granted by the Board provided that the Mooring Member has shown that any delays in placing the larger vessel into the Moorage could not have been foreseen and mitigated by the Mooring Member. Extensions shall be requested in writing showing cause and anticipated time until occupation of the larger Moorage.

- 3.12 The RC Marina and the Moorage Committee may reallocate Moorage on the basis of (1) safety, (2) efficient use of available dock space, or (3) the best interests of the Club moorage program. This authority will not be arbitrarily or indiscriminately used, and concerns of Mooring Members will be taken into consideration in reaching a decision. Mooring Members have a right to appeal, in writing, to the Board.
- 3.13 The Club may temporarily arrange the position of any vessel, including a reassignment of Moorage, without prior notice to the Owner. For the purpose of special events, the Club may relocate a vessel within the Marina or at an alternate marina, reasonably located, at no cost to the Owner.

#### C h a n g e i n V e s s e l O w n e r s h i p

- 4.1 A change in a vessel's Owner occurs under at least one of the following conditions.
- a. There is a change in the owner shown on the vessel license or certificate of registry.
  - b. Full or partial interest in the vessel is sold to another person (or persons) or to a corporation or trust.
  - c. There is a transfer of any interest, full or partial, in the vessel whether by means of a share interest, a partnership interest, a trust, a lease-purchase agreement, or any other beneficial entitlement to the use or enjoyment of the vessel.
  - d. Full or partial interest in the vessel is transferred by gift or inheritance.
- 4.2 Mooring Members shall immediately inform the RC Marina, in writing, of any change in a vessel's Owner.
- 4.3 Mooring Members shall immediately provide the RC Marina with such proof of ownership as the RC Marina may request.

- 4.4 Any change in any Owner of a vessel shall immediately terminate the Moorage Contract if any Owner of the vessel is not an Eligible Member.
- 4.5 Any change in any Owner of a vessel shall immediately terminate the Moorage Contract if Moorage Seniority is thereby reduced to a point where the vessel is no longer eligible for Moorage in accordance with the Rules on Moorage Allocation.
- 4.6 Rules 4.4 and 4.5 notwithstanding, a surviving spouse who is a Spousal Member shall retain the deceased spouse's rights in respect of Moorage, including Moorage Seniority, provided that the surviving spouse belongs to or is admitted to the class of Eligible Members.
- 4.7 A Mooring Member who sells their vessel and intends to purchase a vessel that would be eligible for the same Moorage, may retain the Moorage for six months commencing the day the sale is completed.
- 4.8 A Mooring Member having their vessel for sale shall arrange for any prospective buyer to be accompanied when visiting the vessel. Dock staff shall be advised of the name of the person accompanying the buyer, the time of visit, and the identity of the vessel being shown.
- 4.9 Once a vessel has been sold, the Mooring Member shall remove the Club burgee and any Club identification from the vessel (and dinghy or tender if applicable).

#### S u b l e a s i n g

- 5.1 A Mooring Member may offer to sublease their Moorage only if they are in good standing. In the case that there is more than one Owner of a vessel, every Owner must be in good standing.
- 5.2 Only an Eligible Member in good standing may be a sublessor.
- 5.3 The minimum term of a sublease is one month.

- 5.4 The maximum term of a sublease is six months. Extensions may be granted in the sole discretion of the Board upon written request and for just and sufficient cause.
- 5.5 Any sublease shall comply with the Rules on Eligibility for Moorage and Moorage Allocation. The RC Marina will administer the process and adjudicate any disagreements.
- 5.6 The sublessor shall be responsible for all charges in respect of the Moorage. The sublessee shall be responsible to the sublessor for reimbursement of all of these charges. Amounts paid by the sublessor to the sublessee may not exceed the amounts paid by the sublessee to the Club.
- 5.7 A sublessor who is paying Moorage fees to the Club on a monthly basis shall pay all fees for full the term of the sublease before the commencement of the sublease. Any violation of this Rule shall immediately terminate the Moorage Contract.
- 5.7 Mooring Members wishing to sublease their Moorage shall comply with the Sublease Procedure.
- 5.8 Any sublease agreement entered into without obtaining written permission of the RC Marina shall be null and void. The Club may remove the sublessee's vessel from the Marina at the Owner's risk and at the expense of the sublessor and sublessee. Any violation of this Rule shall immediately terminate the Moorage Contract.
- 5.9 The Club may cancel a sublease with notice and sufficient cause.

## Safety and Security

### Safety

- 6.1 Mooring Members shall ensure that their vessel and any dinghy or other watercraft shall be clearly marked in accordance with Transport Canada requirements.

- 6.2 Mooring Members shall maintain their vessels and dinghies or tenders in a safe and seaworthy condition, capable of navigating under their own power without posing a hazard to Marina traffic. Mooring Members shall immediately furnish such proof that this requirement has been met as the RC Marina may require. Failure to comply with this Rule shall terminate the Moorage Contract.
- 6.3 Mooring Members shall be able to demonstrate that their vessel meets all applicable Transport Canada and Canadian Coast Guard safety standards. Each vessel in Moorage at the Marina shall have a current Recreational Vessel Courtesy Check decal and current inspection tags for all fire extinguishers.
- 6.4 All materials and substances that are classified as pollutants, contaminants, or flammables must be kept in secure, approved containers.
- 6.5 Storage or disposal of flammable liquids, oily rags, or any other substance subject to spontaneous combustion or easily combustible is absolutely prohibited on the Club's premises, including the Marina.
- 6.6 All electrical service connections between the Marina outlets and the vessel, and all electrical equipment on board the vessel must conform with the City of Vancouver, Province of British Columbia, and Canadian electric codes.
- 6.7 The Club's representatives may enter or board a vessel under any of the following circumstances:
  - a. there is an emergency,
  - b. the Owner has abandoned the vessel,
  - c. the Club has a court order to board the vessel,
  - d. the Club has given the Owner at least 24 hours written notice ~~prior~~ ~~and not more than 72 hours in advance for~~ of a safety or contractual inspection. The time of the inspection shall fall between 0800 and 2100 hours, unless otherwise agreed by the Owner and the Club.

Failure to inspect shall not be deemed to create any responsibility upon the Club.

- 6.8 Mooring Members are responsible for the effective and safe mooring of their vessel. The Club is not responsible for any ~~damage suffered as a result of the improper~~ costs incurred due to the mooring of a vessel that results in damage either to Club property or to the property of a third party.
- 6.9 Diving is not permitted in the Marina without the permission in writing of the RC Marina.
- 6.10 Mooring members may not in any way modify a Moorage or its services without the written permission of the RC Marina. Any request for modifications shall include a complete description of any work to be done (including drawings and schematics as requested) and the name of any required inspection authority who will be certifying the acceptability of the work. All work done shall be in accordance with applicable building, fire, and electrical codes. Failure to have work properly certified terminates the Moorage Contract.
- 6.11 Mooring Members are permitted to use dock boxes that conform to standard marina configurations or designs, as approved by the Club. Dock boxes shall not obstruct access to fingers any other Member's Moorage.
- 6.12 Only chafing gear authorized by the RC Marina may be attached to the docks.
- 6.13 Dinghies shall not be stored or kept on the Marina docks except with the written permission of the RC Marina and only in locations approved for dinghies. The RC Marina may refuse permission to store dinghies based on the best interest of the Club's moorage program.
- 6.14 Mooring Members shall not moor more than one vessel in their Moorage, with the exception of a tender or dinghy.

## S e c u r i t y

- 6.15 Mooring Members shall comply with any measures taken by the Club to ensure the security of the Marina.
- 6.16 Members shall immediately report any suspicious activity in the Marina or Club premises to the Club or by dialling 911.
- 6.17 Mooring Members who use Club property shall be responsible for its security.
- 6.18 Mooring Members shall maintain their Moorage in a clean, tidy, and safe condition, free from litter and free of any obstructions to navigation.
- 6.19 Mooring Members shall dispose of garbage and recyclables only in receptacles provided for that purpose. No litter shall be thrown overboard or left in the Marina.
- 6.20 Dogs shall be kept on a leash and under control while in the Marina. Dog owners shall clean up dog excrement and place it in garbage receptacles.
- 6.21 Mooring Members shall maintain their vessels in clean, tidy, and safe condition. No garbage or recycling shall be stored on deck. Dock lines, fenders, and fender whips shall be maintained in clean condition, ready for use.
- 6.22 Mooring Members shall ensure that all deck lockers and dock boxes are locked when their vessel is unattended. Any valuable items stored on deck shall be locked.
- 6.23 Mooring Members shall not share Marina keys or fobs with any third party, except with the written permission of dock staff or the RC Marina.
- 6.24 Guests may access the Marina only in the company of Mooring Members.

- 6.25 Notwithstanding Rules 6.23 and 6.24, a Mooring Member's immediate family members are permitted to use Marina keys or fobs to access the Marina unaccompanied.
- 6.26 A vessel may be operated within the Marina only by its Owner or their immediate family, or, with advance notice provided to dock staff, by a contractor or sales agent.
- 6.27 A Mooring Member shall not use the Moorage to lease or rent their vessel. Failure to comply with this rule terminates the Moorage Contract.
- 6.28 Mooring Members shall refrain from any activity that interferes with others' quiet enjoyment of the Marina. Generators, air conditioners, and heat pumps (or other noisy equipment) shall not be operated after 2200 or before 0800 hours.

#### Green Marina

- 7.1 No Mooring Member shall release or permit to be released any sewage, contaminants, or pollutants into False Creek or within the premises of the Club. Contaminants include bilges containing petroleum products. Failure to comply with this rule terminates the Moorage Contract.
- 7.2 No vessel may be moored at the Marina unless it meets the Transport Canada requirements for a holding tank or approved marine sanitation device. Mooring Members shall immediately furnish such proof that this requirement has been met as the RC Marina may require. Failure to comply with this Rule terminates the Moorage Contract.