Port Franks Yacht Club

Charter Number 535680

240 Regal Drive London, On., N5Y 4Z9



BOAT SLIP RENTAL CONDITIONS – 2023

- Membership Membership in the Port Franks Yacht Club ("PFYC") must remain current. Dockers are advised to read the preamble to Membership at: <u>http://www.portfranksyachtclub.ca/page-587586</u>
- 2. Payment By Nov 30, reserve fund and membership. By Dec 31, Post-dated cheque(s), or electronic fee payment agreement for the Dockage Fees owing for the rental of the assigned slip for the 2023 year, as per the payment schedule. If full dockage fees are not received by the scheduled due dates, your slip will be given to the next applicant on the list.
- 3. Applicant Information The applicant must provide complete application information and guarantees that the information provided at the time of application is accurate, and will remain accurate. It is the applicant's responsibility to notify the PFYC of any changes to this information. This can be done by modifying the information on the website or by submitting the updated information to the Dockmaster within seven (7) days. Failure to notify the PFYC of a boat or insurance change could warrant loss of slip.
- 4. New Applicants Current membership required, for the new applicant to be placed on a waiting list with date the of application recorded. New applicants must agree to the same payment schedule as current PFYC Dockers, when offered a slip, or payment in full if after March 1st. If an applicant is advised of a slip vacancy and turns down the opportunity, the applicant's name will move to the bottom of the list.
- 5. Insurance All Boaters, and Boat owners must provide proof of adequate and current enforce, Marine insurance at all times with public liability, personal liability, and property coverage of \$2,000,000, plus vessel insurance, before occupying slip.
- 6. Indemnification The applicant agrees to hold the PFYC, its Officers and Directors harmless and indemnifies the PFYC, its officers and directors for any claims arising out of the applicant's actions or negligence, or any decisions the Club directors make in the best interests of the club.

The Port Franks Yacht Club and/or the Municipality of Lambton Shores shall not be held liable for any loss of, damage to, boats, personal property, or any injuries suffered in the Port Franks Marina. The directors shall be held harmless in the decisions they make.

Any person operating any vessel within the dockage area of the Port Franks Yacht Club must have a valid Pleasure Craft Operator's Card. Failure to follow this requirement will result in immediate termination of Dockage privileges for the vessel owner with no refund of dockage fees paid.

Docks - Docks and all other Port Franks Marina property are in no way to be altered or defaced (ie. affixing foam rubber, tires, or alterations, etc. are strictly prohibited).
Rub Posts – The Docker is responsible for the supply and costs for approved posts and hardware, installation and for the removal of the posts and any other articles, when vacating the well. Dockers will be charged if additional materials are not removed within (7) seven days of vacating the slip, and they may not be offered a dock for the next the season. Dockers must sign a waiver before adding temporary docks or posts.

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BOAT SLIP RENTAL CONDITIONS - cont'd



- 8. Camp Fires Camp Fires in Designated pits only.
- 9. Boaters are required to notify Marina office immediately of any concern with regards to dock conditions / damage or grounds conditions / damage. And follow-up with an email for record to Marina office at <u>pfharbour@lambtonshores.ca</u> and the Club at <u>PFYCinfo@gmail.com</u>
- 10. Visitors The applicant is responsible for their family/guests abiding by the Boat Slip Retail Conditions and the regulations as posted in the Port Franks Marina or available at Marina office. (Visitors must use visitor parking areas, not PFYC Member parking.)
- 11. Fueling and Repairs No fueling of boats in the Marina by the applicants or their agents. Please note the marina rules regarding repairs and service agents at the Marina Office.
- 12. Temporary Slip Rental The Port Franks Yacht Club has the right to rent slips and retain the revenue during the season, if a docker is away from their slip for trips/holidays. Subject to Port Franks Yacht Club approval, the Dockers have right of sublet to another PFYC Member. No leasing to non-members, or commercial use of vessels permitted.
- 13. <u>Before occupancy is allowed</u> All fees must be paid in full, and all required documentation submitted. Including signed copy of your dockage invoice (showing agreement of Slip Rental Conditions and Terms) and proof of insurance.

Use of the Common Dockage Areas

The Grass areas and the first 4 feet of the walkway, are common use areas for all Dockers.

- 14. Quiet time starts at 11:30 pm All Dockers must ensure that their Music, Activities, Actions, or Physical Items do not interfere with the use of the common areas by other Dockers, and/or the other dockers personal areas of comfort, etc.
- 15. All pets / animals, when on the Common Dockage Area must be on a leash, contained in an enclosure or in direct control of the owner or designated person. The Pet must not wander to other areas without the owner in direct control. The owner must immediately scoop, wash, and clean-up after their pets.
- 16. All persons are asked to use disposal containers, and not to dispose of smoking materials or other lit items in the Common Dockage Areas or in the water for Safety Reasons.
- 17. Any docker with an issue concerning the use of the Common Dockage Area, may submit a note or comment to <u>PFYCinfo@gmail.com</u>. All identifying information will be removed. The information will only be shared with the yearly dockage renewal committee. All docker's renewals will be reviewed by an anonymous committee at the end of the season. The dockers with infractions may not be offered a dock for the next the season.
- 18. Failure to abide by the Rules and Bylaws of the Constitution of the Port Franks Yacht Club and the Slip Rental Conditions shall result in receiving a notice of the possible loss of your membership and subsequent docking rights at the Club docks, as provided for by this agreement.