

## 2016 Chester Yacht Club Mooring Policy

**Purpose:** The Chester Yacht Club shall maintain a limited number of moorings in front of the club house for the seasonal rental by **Members in good standing**. Some moorings may be available for overnight rental by visiting yachts.

**Warning:** The anchorage where the CYC moorings are located is an open anchorage and may not be suitable in all weather conditions. Yachts using the CYC moorings should be relocated to safer areas by their owners when conditions are expected to deteriorate and the anchorage becomes unsafe.

**Indemnity:** Use of the anchorage and its moorings by a boat owner is at the sole risk of the owner, and the owner hereby releases CYC from any and all claims loss or damage, however caused.

CYC assumes no liability for fire, theft, collision, vandalism, deterioration of equipment or acts of God while a yacht is using a CYC mooring.

The owner fully understands that CYC does not in any way guarantee, nor can it be held liable for the condition or reliability of the moorings.

CYC assumes no liability for personal injury or loss of life of the owner, his/her guests, servants, agents or employees during the use of CYC moorings.

The owner shall pay all costs involved should it be necessary for CYC to take legal action to collect costs or defend itself.

Seasonal Moorings shall be available from May or as soon in the season as they can be installed until early October.

**Rental:** Seasonal moorings can be rented by members on a first come first served basis by payment of the rental fee and signing of a rental agreement through the Club Manager. Membership fees, rental fees and the signing of the agreement must be completed by **April 1<sup>st</sup>** each year by those requesting moorings or the mooring will be rented to others and the renter will be placed on the bottom of any waiting list.

Preference will be given to returning renters. Daily rentals will be arranged through the club when space is available at the rate set for the year upon payment of fees and signing of a rental agreement. The first night fee is waived for visiting yachts that have reciprocal agreements with CYC.

Moorings are rented for a particular yacht and owner and the mooring may not be sublet, loaned or used for another yacht, nor can more than one yacht use a given mooring, without the express written permission of the club.

CYC may rent out on a daily basis any seasonal mooring that is unused with the rental fees accruing to CYC.

**Insurance:**

Renters of moorings are to carry Third Party Liability Insurance necessary to cover any losses but not less than \$1,000,000.00. Seasonal renters are to present proof of insurance.

**Seasonal Moorings:** Mooring fee, if applicable, is due upon receipt of invoice. Mooring will **ONLY** be held in your name until **April 1<sup>st</sup>**, as there may be a waiting list.

Seasonal Moorings are **ONLY** available to **Members in good-standing**.

## 2016 Chester Yacht Club Mooring Rental Agreement

**Warning: The anchorage where the CYC moorings are located is an open area and may not be suitable in all weather conditions. Yachts using the CYC moorings are to be relocated to safer areas by their owners when conditions are expected to deteriorate and the anchorage becomes unsafe.**

The Chester Yacht Club (CYC) and the owner hereafter agree that the yacht as described below, may anchor at an assigned mooring for the specified period subject to the following conditions.

1. Use of the anchorage and its moorings is accepted at the sole risk of the owner, and the owner hereby releases CYC from any and all claims loss or damage, however caused.
2. CYC assumes no liability for fire, theft, collision, vandalism, deterioration of equipment or acts of God while a yacht is moored at a CYC mooring.
3. The owner fully understands that CYC does not in any way guarantee, nor can it be held liable for the condition or reliability of the moorings.
4. CYC assumes no liability for personal injury or loss of life of the owner, his/her guests, servants, agents or employees during the use of CYC moorings.
5. Moorings are rented for a particular yacht and owner and may not be sublet, loaned or used for another yacht, nor can more than one yacht use a given mooring without the express written permission of the club.
6. Renters of moorings will carry Third Party Liability Insurance necessary to cover any losses but not less than \$1,000,000.00
7. The owner shall pay all costs involved should it be necessary for CYC to take legal action to collect costs or defend itself.
8. The owner agrees to abide by all aspects of the CYC Mooring Policy copies of which are available upon request.
9. **No overnight dockage is allowed alongside the CYC wharf.**

**Fees: Seasonal: \$425.00 + \$63.75 HST = \$488.75**

**Daily \$25.00 + \$3.75 HST = \$28.75**

First night's fees waved for yachts from reciprocating Clubs

Yacht Name: \_\_\_\_\_ Type: \_\_\_\_\_ Hull Colour: \_\_\_\_\_

Length: \_\_\_\_\_ Draft: \_\_\_\_\_ Home Port: \_\_\_\_\_

Yacht Club: \_\_\_\_\_

Rental Period: Seasonal \_\_\_\_\_ Weeks: \_\_\_\_\_ Days: \_\_\_\_\_

Owner's Name: \_\_\_\_\_ Home Phone \_\_\_\_\_ Cell \_\_\_\_\_

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Paid By: cc: \_\_\_\_\_ Cheque: \_\_\_\_\_ Cash: \_\_\_\_\_ CYC Club Account: \_\_\_\_\_