

## Chester Yacht Club (CYC) Mooring Policy 2019



**PURPOSE:** The Chester Yacht Club shall maintain a limited number of moorings in front of the club house for the seasonal rental by **Senior Members in good standing** who do not have direct water access or whose access is at a sufficient distance from the club to make daily commuting impractical.

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 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. 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.

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.

Season 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 **SENIOR** members on a first come first served basis by payment of the rental fee and signing of a rental agreement through the Water Operations Supervisor or by contacting the Club Manager. Rental rates will be set each year. 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 who commit to take a mooring before the moorings are set in the spring. 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 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.

Rental fees include, when space is available, for **one dingy** to use the dingy dock. CYC does not assume any responsibility for protection, damages or loss to the owner's boat. The owner is solely responsible to take all means for protection of their dinghy.

CYC may rent out on a daily basis any seasonal mooring that is to be empty 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 is due upon receipt of invoice. Mooring will ONLY be held in your name until **April 1**, as there is a waiting list for moorings. Seasonal Moorings are ONLY available to **SENIOR members in good-standing**.

**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.
- 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.
- 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.
- 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.
- 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.
- Renters of moorings will carry Third Party Liability Insurance necessary to cover any losses but not less than \$1,000,000.00
- The owner shall pay all costs involved should it be necessary for CYC to take legal action to collect cost or defend itself.
- The owner agrees to abide by all aspects of the CYC Mooring Policy copies of which are available upon request.
- **No overnight dockage is allowed alongside the CYC wharf.**

**FEES:** Seasonal: \$425.00 + hst = \$488.75      Daily: \$25.00 + hst = \$28.75

Yacht Name:		Type:	
Hull Colour:	Length:	Draft:	
Home Port:		Yacht Club:	
Seasonal:	Weeks:	Days:	
Home Phone:		Cell Phone:	
Owners Name:			
Owners Signature:		Date:	

PAID BY:			
CC	Cash	Cheque	On Account