

RULES AND REGULATIONS 2015

SHEDIAC BAY YACHT CLUB LTD.

The Rules and Regulations including, but not limited to, those listed hereafter are published in the interest of safe, clean, respectful and enjoyable boating, and in an effort to have an informed membership. These Rules and regulations apply to all Yacht Club Senior members, seasonal, sublet and transient renters, and any other boaters, their guests, and any person on the Club property including the marina basin, boat slip and waters within our water lot.

1. Senior Membership in the Shediac Bay Yacht Club is subject to an application process defined in By-Law #1 of the Club, whereby applicants for Senior Membership (Long term leaseholders) must be nominated by two existing Senior Members in good standing and successfully go through the process. The same process may be required of other persons wishing to put their boat in the marina.
2. The Bridge delegates authority to the Club Manager to decide whether or not to admit any boat in the marina. The Manager also has complete authority as to where and how boats are assigned to berths in the marina. The berth size assigned is that defined in the Senior Members lease, in a berth size lease upgrade, or in other rental agreements. No boat may exceed a four foot (4') overhang of a berth. The Manager may also request on certain occasions that boats be moved or rafted. Some boats may not be permitted in the marina due to certain circumstances, e.g. length, draft, condition etc.
3. Before putting a boat in the marina or immediately a boat arrives in the marina, the boater shall register at the Clubhouse, pay the applicable fees, and provide proof of insurance including premium due date for insurance coverage of a minimum of \$1,000,000.00 public liability and property damage. The Manager may also require any other information he/she believes to be pertinent - such as proof of boat ownership, proof of operator competency, credit references etc. Slip users are also subject to this rule.
4. No person may sublet a berth without prior written authorization of the Bridge or the Bridge's delegate, The Senior Member's annual fees and the sublet fee (currently \$350 + HST) must be paid in full before authorization will be granted.
5. When a vessel enters the marina basin, it immediately comes under the jurisdiction of the Club and will be berthed only when permitted and manoeuvred as directed by the Manager or delegated staff. Vessels entering the marina under emergency circumstances shall be reported immediately by their operators/owners to the Club staff.
6. The Manager has the exclusive right to rent vacant berths on a daily, weekly, monthly, or seasonal basis, depending upon availability, in accordance with the fee schedule set by the Bridge. Therefore, boaters who will not be occupying their berth for one (1) day or more must notify the manager of the specific dates of absence.
7. ***Boaters must pay berth rental fees immediately on arrival in the marina, any boater who has not paid outstanding fees prior to vacating the marina will not be permitted further rentals.*** On the last day of a rental, boats must vacate assigned berth by 2 PM. If there is a daily rental waiting list it will be followed in offering rental space. Boaters are responsible for ensuring that they can be contacted promptly. A visiting boater who has a special need to rent a berth temporarily or to use an available berth for more than 4 hours must make specific application to the Manager giving details. The fee up to 4 hours is

\$20.00, boaters using a berth more than 4 hours will be charged the regular daily berth rate.

8. All boats shall be secured in their berths in a manner acceptable to the Club, or the Club staff (after notice to the boater) will adequately secure the boat and assess a service fee. For example, badly chafed dock lines will be replaced by Club staff and the boaters charged. Furthermore, it is not the responsibility of Club staff to bail out boats.
9. The "honour system" charge for occasional use of electricity is \$2 (15 amp) or \$4 (30 amp) per day per plug, for any length of time used between 00:00 and 24:00. Should any boater neglect to pay the same day their boat is plugged in, \$100 or \$200/plug seasonal electrical fee will be due and payable.
10. The following is **prohibited**:

Additions/modifications to docks or other Club property without the explicit prior approval of the Club Manager. Only items of marine quality and specifically designed to protect a boat, a dock, or a boater will be considered.

The **unauthorized discharge** of firearms, fireworks, or flares on Club property, including the marina and waters adjacent to the marina. **Outdoor fires** are not permitted.

Obstructions (such as dock lines, electrical cords, water hoses, tenders, bowsprits, bow pulpits, anchors etc.) across the main docks/fingers which impede passage or create a falling hazard.

Excessive noise. All boaters shall use discretion in the operation of engines, generators, radios, televisions etc., so as not to create a nuisance or disturbance. **Quiet time is 23:00 to 07:00.** Boaters are responsible to prevent "halyard slapping" or any similar repetitive banging of ropes or lines from occurring on their boats. Boaters launching or retrieving their boats at the launch ramp, and visitors in the launch ramp area, must exercise consideration for others regarding boat speed, engine noise, engine exhaust, and abusive language.

Leaving carts on the docks - carts are to be returned to land immediately after use.

Advertising or soliciting in any part of the Club or marina.

Swimming, diving or fishing within the marina basin.

Running or horseplay in or around the wharf area, the parking lots, Club buildings or on the marina docks.

Reprimanding a staff member. Should you have issues with staff members, please speak to the Club Manager.

11. Routine maintenance on boats may be carried out in the marina. However, any maintenance that in any way affects other boaters may not - check with the Club Manager regarding types of maintenance permitted. Typically unacceptable would be using tools like sanders, grinders etc.
12. Any collision with, or damage to any boat is to be reported to the Manager or duty staff **immediately**.
13. The boater agrees to conduct himself at all times when on the property of the Club, or any boat therein, so as not to create annoyance, hazard or nuisance to Club property or that of other boaters. This involves observance of good housekeeping and sanitation practices and the use of appropriate garbage and recycle receptacles. The boater is responsible to

see that his/her guests follow the same standard of conduct.

14. No oil, flammable liquids, oily bilge water, sewage or other waste may be discharged in the marina basin. If accidental spills occur, they are to be reported immediately to the Club Manager or duty staff.
15. Electrical shore power cords must be approved for marine use. Extension cords or jury rigged systems will be unplugged without notice to the boater.
16. Only Marine propane BBQs securely fixed on the exterior areas of the boat may be used within the marina basin.
17. Dogs are admitted on Club property only when under adequate control and must not run loose on the grounds, docks or other people's boats. It is the responsibility of the dog owner to remove pet droppings immediately. If droppings are not removed by the pet owner, Club staff will do so and the pet owner will be charged \$50 per incident. A fine of \$100.00 may also be levied as specified by Town of Shediac By-Law 10-18. Should a second incident occur, the animal will be barred from the property for one year.
18. No unnecessary operation of life rafts or dinghies inside the marina basin or at the entrance channel shall be conducted by person.
19. Young children must be accompanied by adults at all times and wear PFDs around or on the docks.
20. Except in emergency situations or as approved by Club authorities, all boats entering or leaving the marina must **NOT** be under sail.
21. A speed of no more than 4 knots shall be observed in the approaches and entrance to and in the marina basin, i.e. **NO WAKE** and **DEAD SLOW**. The only exception to this may be a slight increase in speed to maintain control due to adverse wind or wave conditions. This is common courtesy extended to boat owners to avoid stress on docking lines and prevent damage to boats and docks.
22. Boats leaving the marina have the right of way.
23. The "Rules of the Road" apply to all boats within the marina basin, in fact on all Canadian waterways. See:
<https://www.tc.gc.ca/eng/marinesafety/tp-tp10038-02-ns-rotr-meet-vessel-head-1014.htm>
24. Smoking is not permitted in any building, nor anywhere on building decks.
25. Parking in the Senior Members' Parking lot is restricted to one vehicle per Senior Member, except for Members who have been allotted a second card (effective for the current season only). Parking is not permitted on Town property - the John Lyons Park.
26. No overnight parking of any type of trailer, motor home or other recreational vehicle is permitted on Club property unless explicitly approved by the Club Manager. Except for daily slip users, boat trailers are to be removed at the latest June 15, and not returned until at the earliest September 1.
27. The Club's computers are for the use of employees for Club business. A secondary computer may be made available in the Clubhouse for boaters' use.