Pugwash Yacht Club

Policy For

Allocation of Dock Space
and
Dock Space Lease Agreement

May 2020

Revised 2026-02-15

Allocation of Dock Space

Purpose

The Pugwash Yacht Club endeavours to provide its members and visitors with docking space as it may be available. Therefore in recognition of limited availability of dock space it is the policy of the Pugwash Yacht Club to primarily provide its members with an equitable allocation of docking space and secondly provide visiting boats with dock space if and when available.

1. Definitions

1.1 ”Facilities” or ”Lessor” as used herein mean the Pugwash Yacht Club at Pugwash Harbour in Pugwash, Nova Scotia and any person authorized to represent the Pugwash Yacht Club.

1.2 “Tenant” or “Lessee” means the person or persons in whose name(s) the Lease is made, or in the case of a company or joint ownership, the person designated as the beneficial owner herein. The term of this Lease unless otherwise terminated as set. forth below, shall be for the life of the Tenant and is assignable only to a spouse.

1.3 “Member in Good Standing” means a PYC member who has paid all fees and dues to the club and who supports the objectives, rules, and regulations of the club.

2. Regulations

2.1 The Board of Directors shall have the authority to set the dock space fees prior to the upcoming boating season.

2.2 In the February preceding the boating season, the Commodore or designate shall cause the distribution of :

2.2.1 Applications forms for dock space and lease renewal to PWYC members in good standing and those people who are interested in leasing docking space with the yacht club for the first time.

2.2.2 A copy of the PWYC Dock Space Allocation and Dock Space Lease Agreement

2.2.3The dock space fees for the season will be described in the application for dock space

2.3 By April 15th of the current boating year the following documents shall be submitted to the **treasurer** of the PWYC by those interested in leasing docking space with the PWYC:

2.3.1 Completed application for the renewal of the lease agreement for those who had a lease agreement with the PWYC for the renewal of docking space lease,

2.3.2 Completed application for docking space by those who previously did not have a leasing agreement with the PWYC the previous year,

2.3.3 Proof of a minimum of $1,000,000 insurance coverage for public liability and property damage on his/her vessel,

2.3.4 Payment in full for the annual period of docking fees or instalment payments incrementally by cheques as follows: one cheque for 1/3 of the total docking fee currently dated, but no later than April 15; one post-dated cheque for 1/3 of the total docking fee dated May 30; and one post-dated cheque for the remaining 1/3 of the total of the docking fee dated June 30.

2.3.5 First time applicants who are unsuccessful in being assigned a dock space will have their docks fees refunded within two business days of final assignment of dock spaces.

2.4 Failure to provide any or all of the relevant documents by the appropriate dates will result in loss or late consideration for docking space .

3. By April 30 of the current boating year. the Treasurer shall forward to the Dockmaster the following:

3.1 Completed applications for dock space lease renewal and first time applicants.

3.2 Proof of insurance for each vessel to be docked at the PWYC

4. On or before May 10, the Dockmaster will allocate all dock spaces.

5. Applications will then be passed to the secretary for entry into the Membership Registry of PWYC and filing.

6. Docking space shall be allocated considering the following factors:

6.1 Those who already hold a PWYC lease agreement, the preceding year shall be permitted to retain the same space used the previous year, unless a different space is requested.

6.2 In the event a different space is requested by, those holding a PWYC lease agreement, continuous seniority with the PWYC and as a member in good standing shall be the prime criterion in allocating the dock space that may be available as a result of space not used by those already holding a lease agreement for the current or preceding year.

6.3 Those who have submitted all relevant documents and who have not held a lease agreement with the PWYC the previous year will be considered for dock space by the Dockmaster as follows:

6.3.1 Date of receipt by the treasurer of the completed documents, the allocation of space will be on “a first come first served basis”

6.3.2 Suitability of the vessel with respect to the specific nature of docking

space, such as Draft, LOA of vessel, etc

6.3.3 Two-Boat Ownership: A member may keep two boats at the Club docks, if space is available, and pay the appropriate user fees for each vessel.

7. **Visiting Boat Space Allocation**

7.1 The PWYC will endeavour to have one docking space available for occasional visiting boats

7.2 The allocation of such space will be based on availability and as assigned by the Dockmaster or designate.

Terms of Dock Space Lease Agreement

8 **TENANT**

8.1 DOCKING FEES Notwithstanding any other conditions provided herein, the Tenant hereby agrees and is personally liable for the payment of annual docking fees as set forth by the Pugwash Yacht Club at the Annual General Meeting or Board of Directors.

8.1.1 Failure to pay the annual docking fees in accordance with the methods set forth shall constitute a breach of this Lease Agreement and subject the Tenant's interest to forfeiture.

8.1.2 Any refunds will result in the revocation of membership and reapplication for dock space in subsequent years will be required; seniority of dock space allocation will be lost.

8.1.3 Refunds for unexpired term will be governed by Art 2.2 of the PWYC By Laws.

9 SUBLEASING OF DOCK SPACE

9.1 SEASONAL- In the event that a tenant chooses not to occupy their space during the season, but retain their right to their space , they must submit their seasonal application with full payment by 15 April. A tenant, who has a lease agreement with the PWYC may sublet his/her docking space to a third party , A completed Application For Sublease form signed by both parties is to be submitted to PWYC which will then follow the normal approval process. If the application is submitted directly to PWYC, and not the tenant, then it must be forwarded to the tenant for acceptance and signature. PWYC then retains the right to collect sublease rental and assign the tenant's space or equivalent size space for the duration of the sublease agreement. Sublease charges will be determined by the club in accordance with rates established in Art 9.1.2, with reimbursement to the tenant up to the full amount paid for the season lease. Any amount paid to the club in excess of that amount will be retained by the club. The subleasee is automatically entitled to PWYC Associate Membership in accordance with Art 2.1.2 of the PWYC By Laws.

9.1.1 Should there be unallocated seasonal dock space available, priority will be to fill that space before any sublease is authorized.

9.1.2 Sublease rates will be established based on a per foot per day charge, calculated based of a normal operating season (May 20 – Oct 10 or 148 days) . Seasonal rate ÷ full season days(148)= rate per day. Rate per day × days left in season = sublease total

A declining sublet premium surcharge on the base rate will be applied based on the following time frames:

0 – 15 days - 25%
16 – 30 days - 20%
31 – 60 days - 15%
61 + days – 10%

9.2 SHORT TERM- when a tenant vessel is temporarily absent from the PWYC docking facilities for an period of time, during the current season, the PWYC reserves the right to sublet on a daily or weekly basis, at the rates established in Art 9.1.2, without reimbursement to the tenant. A visitor transiting overnight will be charged the standard daily visitor fee .

9.3 THREE YEAR LIMIT - If, after three years, the tenant has not occupied his/her dock space with their own boat, their membership will be revoked. The tenant may reapply for reinstatement, but will considered a new applicant when dockspace is assigned.

10. INSURANCE

10.1 The Tenant shall carry a minimum of $1,000,000 insurance coverage for public liability and property damage on his/her vessel and shall provide proof of the same on a yearly basis.

11. INDEMNITY

11.1 The Tenant agrees to pay the costs of all damage to the Pugwash Yacht. Club property and to the property of other Pugwash Yacht Club Tenants resulting either directly or indirectly from the Tenant's negligence. The Tenant further covenants to indemnify and save harmless the Pugwash Yacht. Club, it's Board of Directors, members or employees against any loss, costs, suit or claim arising out of the use of the Pugwash Yacht Club facilities or equipment or the handling of any boat anywhere on the Pugwash Yacht Club property by the Tenant or his/her servants, agents or employees.

11.2 The Tenant agrees that he/she will not do or permit to be done any act or thing which may make void any insurance upon the Pugwash Yacht Club facilities or any property or any part thereof or which may cause any additional premium to be paid for any such insurance.

11.3 The Tenant agrees to move his/her boat in accordance with the Pugwash Yacht Club Board of Directors instructions. The Tenant further agrees that when unattended, the Pugwash Yacht Club is authorized to relocate the boat at its discretion at the Tenant's expense and risk after reasonable effort, under the circumstances, have been made by the Lessor to consult with the Tenant.

11.4 The Tenant agrees that in the event that the Tenant's berth is occupied upon his return by an unauthorized vessel, the Tenant shall immediately contact the dockmaster to arrange

for relocation of said vessel.

11.5 This Agreement shall remain in full force and effect for the entire term set out above, unless sooner terminated in accordance with the following conditions, to wit:

11.5.1 The destruction of the mooring facilities by fire, storm or other calamity;

11.5.2 Any breach of this Agreement, including the rules regulations of the facilities as provided for herein which form a part of this Agreement.

11.6. The Tenant further agrees to respect all matters included in the ”Lease and Dock Space Agreement.” which may be changed from time to time.

12. WAIVER

12.1 A waiver of any one or more of terms or conditions shall not be deemed to be a continuing waiver.

13. LESSOR

13.1. The Lessor agrees to provide and maintain a berth and access docks in serviceable condition, so that. the Tenant can expect to use these facilities without risk to him/her self, his/her guests and to his/her boat or associated equipment.

13.2 The Lessor agrees that the Tenant will be permitted to hire persons or companies to perform any labour or to make repairs/ installations of lesser vessel and/or equipment, provided such work is done in accordance with the Rules and Regulations of the Canadian Underwriters Association.

13.3 The Lessor agrees to provide and maintain a berth and access to docks in a serviceable condition, so that the Tenant can expect to use these facilities without risk to him/herself, his/her guests and to his/her boat or associated equipment.

13.4 The Lessor agrees that in the event that the Tenant’s berth is occupied by a sub-lessee upon his return, the Lessor will proceed as follows:

13.4.1 If Tenant returns on scheduled date, the Lessor will provide his berth and assume all responsibilities with sub-lessee.

13.4.2 If Tenant returns prior to scheduled date, then Lessor will provide whatever reasonable facilities which remain available and make every effort to provide his/her berth as soon as possible.

13.5 Unless otherwise agreed upon by both the Pugwash Yacht Club Board of Directors and/or the Yacht Club General Membership or by weather and/or ice conditions, the facilities will be opened from the Saturday of the Victoria Day weekend and closed the Saturday prior to the Thanksgiving Day weekend.

14. This Lease Agreement may be terminated for any one or all of the following reasons:

14.1 Notice in writing of cancellation is given by the Tenant to the Lessor prior to May1st of any year following the first year as a Tenant.

14.2 Failure to submit proof of a minimum $1,000,000 insurance coverage for public liability and property damage on his/her vessel.

14.3 Failure to make payment in accordance with the standards set forth by the Pugwash Yacht Club

14.4 Breaking the Rules and Regulations as set forth in this document and/or any other conditions of this agreement.

15. RULES AND REGULATIONS

15.1 All boats shall be secured at their docking spaces in a manner acceptable to the Pugwash Yacht. Club after notice to the Tenant, who will adequately secure the boat.

15.2. The Tenant (and guests for whom he/she is responsible) agrees to conduct him/her self at all times when on the property of the Pugwash yacht Club, or any boat therein, so as to create no annoyance, hazard or nuisance to the facilities or to the other Tenants. This involves observance of good housekeeping and sanitation practices and the use of garbage receptacles.

15.3. Noise shall be kept to a minimum at all times. Patrons shall use discretion in the operation of engines, generators, radios, and television sets, so as not to create a nuisance or disturbance.

15.4 Conducting commercial activities of any nature on PWYC property and docks is prohibited. This includes advertisements of products, businesses, services and sale of vessels. Exceptions are the advertising, buying or selling of member's personally owned vessels and making available marine sales/services catalogues.

15.5 Swimming, diving or fishing shall not be permitted from docks and adjacent PWYC grounds .

16. DISPUTE RESOLUTION

16.1 If a member or member's guest has violated these Rules and Regulations, the Commodore or Dockmaster may Issue a verbal reprimand requiring the offending party cease the violation. The Commodore or Dockmaster, each acting with their sole and unfettered discretion, may refer a violation to the Board for further action.

16.2 If a member or member's guest has violated these Rules and Regulations, the Board, upon being made aware of such violation and after consideration by not less than three directors or officers who are not involved or whose guests are not involved in the violation, may:

16.2.1 Fine the offender not more than $5;

16.2.2 Issue a verbal reprimand requiring the offending party cease the violation;

16.2.3 Issue a written reprimand requiring the offending party to cease the violation;

16.2.4 Ban the offender from the dock area and/or the Yacht Club grounds for a period not exceeding two weeks;

16.2.5 Ban the offender from the dock area and/or Yacht Club grounds for the remainder of the season;

16.3. Repeated violations or violations that result in property damage, or which may endanger safety of persons may result in termination of the lease agreement and revocation of membership status.

16.4 Violence, intimidation, harassment, or verbal abuse directed at any member or staff, or threats to persons or property will not be tolerated and may lead to immediate removal from the premises.

16.5 The Commodore and Dock Master are empowered to order an offender removed from the premises for a violation of 16.3 and 16.4, or may take such reasonable action as may be immediately necessary to enforce these Rules and Regulations.

16.6 In the event that a dispute arises from any aspect of this policy, including appeals of decisions rendered under 16.2, such a dispute may be referred to the PWYC Board of Directors, care of the Commodore or designate within seven (7) calendar days from the day the dispute is reported. A quorum of the Board of Directors shall meet to review the matter and shall render a decision within fourteen (14) days from the day of meeting. The Board of Directors' decision in this regard shall be final.

16.7 In the event a person contravenes section 16.3 or 16.4 or is removed in accordance with 16.5, the Board shall convene at its earliest convenience but not later than three days to render a decision in accordance with this Section 16.

16.8 An alleged offender shall have the right to appear before the Board along with a support person and any necessary witnesses. Decisions of the Board must be proportionate and reasonable. The decision of the Board shall be final.

17 POLICY REVIEW

17.1 This policy may be reviewed annually by the BOD in the fall of the year.