

Kitsilano Yacht Club

STORAGE RULES
Revised April 12, 2016

“Boat storage space may be made available to active members insofar as it promotes use of club facilities by active members in fulfilling the objectives of the club. It is a privilege of membership, not a renewable right. The Executive is empowered to establish Rules for boat storage space”

1. APPLICATION OF THE RULES

- (a) These Rules shall govern the storage of craft, trailers and associated equipment.
- (b) The Executive Committee of Kitsilano Yacht Club shall be responsible for the application of these rules.
- (c) Subject to the direction of the Executive Committee, the Club Manager or staff shall be responsible for the application of these rules.
- (d) No Member or Guest shall reprimand any employee of the Club in regards to their interpretation or application of the Rules. Any disputes in this regard shall be referred to the Executive Committee, whose decision in this matter will be final.
- (e) The Executive Committee shall have the final decision on any aspects of storage not covered by the Rules.
- (f) These Rules are for guidance and convenience. If there is a conflict between these Rules and the Club Bylaws, the latter shall take precedence.
- (g) The Executive Committee may amend these Rules from time to time.

2. STORAGE PRIVILEGES

- (a) Storage is a privilege of membership, not a renewable right.
- (b) Acceptance of Kitsilano Yacht Club's offer of storage privileges constitutes agreement to comply with Kitsilano Yacht Club's storage Rules.
- (c) Noncompliance with Kitsilano Yacht Club's storage Rules may result in withdrawal of storage privileges.
- (d) When a craft is removed permanently and not replaced, storage privileges are lost and can only be regained by reapplying or going on the waiting list.

3. ELIGIBILITY FOR STORAGE

- (a) Only Members with memberships of appropriate category may apply to store craft, trailers or rent lockers at Kitsilano Yacht Club. Members who are within the class of Non-Resident Membership will not be granted storage privileges.
- (b) The craft or trailer is to be owned by a Member or Members, or the Kitsilano Yacht Club.
- (c) When a craft is jointly owned, each person who owns at least a one-third (1/3) share must be a Member of KYC and one (1) owner must agree to act as the owner as far as these policies are concerned.
- (d) Everyone who has a craft/trailer stored at KYC must renew their membership and reapply for storage each year.

4. CRAFT ELIGIBLE FOR STORAGE

- (a) The compound is primarily for the storage of small naturally powered craft that can be hand launched and retrieved using the Club's ramp or crane (e.g., small centerboard and keelboats, rowboats, kayaks, and canoes).
- (b)
 - (i) Weight less than 2,250 lbs per axle.
 - (ii) No motor permanently attached or installed.
 - (iii) No permanently installed head.
 - (iv) No permanently installed galley facilities.
- (c) Rescue and Committee boats may be stored with the specific approval of the Committee.
- (d) The Executive Committee shall have the final right to determine the suitability of a particular craft or trailer for storage at Kitsilano Yacht Club. Factors considered when making this determination may include, among others, condition, seaworthiness, compatibility with existing fleets and facilities, growth of a new fleet, and potential for additional activity at, or other benefit for, the Club and its Members.

5. DUTY TO MAINTAIN AND USE A CRAFT AND TRAILER

- (a) The Club has limited storage. Generally, craft stored at KYC are to be used regularly, be reasonably maintained, seaworthy, and capable of completing a safe voyage.
- (b) Owners shall keep their craft, trailers, and equipment in conditions that will not pose a real or potential hazard to Club Members, Guests, or staff.
- (c) Trailers, dollies, and cradles are to be maintained in a condition that will enable them to be moved easily.

6. STORAGE FEES

- (a) The Executive Committee sets fees annually.
- (b) Storage rates are based on the actual area a craft and/or trailer occupies (LOA x Beam) plus an administration fee.
- (c) Storage is allotted for twelve (12) months, March 1st to the last day in February. Fees will be prorated, based on the number of whole months of storage, for craft admitted after Oct. 1st.
- (d) There will be no refunds for storage fees.
- (e) Fees are due March 1st. When storage and/or membership fees become overdue, action to collect and/or seize assets will commence as per Club bylaws.
- (f) If:
 - (i) a vessel is sold before the member's storage term expires;
 - (ii) the new owner submits application for membership to KYC;
 - (iii) the new owner is accepted for membership to KYC
 - (iv) the new owner pays the annual KYC membership fee for that current year; and
 - (v) the new owner pays the crane initiation fee, if the boat is an applicable hull type for that fee,
 - (vi) then the Club will waive any requirement for the new member/owner to pay storage fees for the balance of the previous owner's storage term.

7. PRIORITIES AND ALLOCATION OF STORAGE

- (a) Storage is allocated to a Member, not to a craft or trailer.
- (b) The Manager shall keep an accurate listing of craft/trailers and locker users in the compound, their assigned locations, and available storage space.
- (c) The Manager shall keep an accurate waiting list for storage and relocation requests, and names will be added strictly in order of application.
- (d) Storage is allocated on a first come first served basis by category of craft.
- (e) When storage space becomes available, storage may be offered to those with suitable craft ahead of others on the waiting list.
- (f) A Member may, at the discretion of the Executive Committee, store more than one craft and/or trailer on the compound.
- (g) Only one craft may be stored in each storage space.
- (h) Trailers used with a boat must either be stored on the space assigned to that boat, stored elsewhere on the compound for an additional fee, or be removed from the compound.
- (i) The amount owing for the space allocated must be paid for as per Club payment guidelines and Bylaws or the allocation will be withdrawn.
- (j) Members are responsible for reporting any changes of their craft stored within 24 hours.
- (k) A Member who wishes to change the type of craft stored, must reapply for space, but may given priority on the waiting list. The Manager or Executive Committee must approve all changes.
- (l) A craft may be removed for up to 12 months and if membership is retained the member will be placed on the top of the waiting list, if they return at the end of the 12- month period, provided that the craft is to be removed for three (3) months or more.
- (m) The Manager must be notified immediately when Members permanently remove their craft and/or trailers.
- (n) When a craft is sold the storage space may be transferred to the buyer if the buyer is both eligible and pays for that storage, and the seller does not want to retain their space.

8. LOCATION OF CRAFT, TRAILERS AND EQUIPMENT IN COMPOUND

- (a) Every craft/trailer must be located in the space or rack assigned to it by the Manager. The Manager or Executive Committee has the right to reassign spaces and move craft and trailers at any time, but must inform the owner of such changes. The location, number and type of racks and ground storage areas will be as determined by the Executive Committee. (b) In general, fleets will be grouped together, and the most actively sailed craft will be given preferred locations within their groups.
- (c) Training, committee, rescue and similar boats may be given preferred locations by the Manager.
- (d) The Manager may arrange for inactive and unseaworthy craft to be moved to the least accessible parts of the compound, pending their removal.

- (e) A Member who believes that their assigned storage space is inappropriate may appeal in writing to the Manager or the Executive Committee.
- (f) Areas may be designated for spar and sail storage, etc. These areas are to be kept neat and tidy at all times, and owners should mark all items stored there.

9.) IMPROPER STORAGE OF CRAFT, TRAILERS AND EQUIPMENT

- a.) All craft and trailers found in common areas of the Club's compound or in storage areas not assigned to the owner shall either be returned to their assigned location or be seized by Kitsilano Yacht Club.
- b.) If a seized craft or trailer is not claimed within 30 days of the seizure date a fine of \$75 must be paid before the craft or trailer will be returned to the owner.
- c.) All craft and trailers that have not been reclaimed or for which the owner has not paid the fine within 3 months of the date of seizure may be disposed of by the Kitsilano Yacht Club at the owners expense.
- d.) The Kitsilano Yacht Club is not required to contact or deliver a notice of seizure or notice of disposal to the owner unless up to date contact information has been provided by the owner.
- e.) If members store craft or trailers in a location that has not been assigned they may be charged a \$25 fee for returning craft or trailer to it's assigned location.
- f.) If members repeatedly store their craft or trailer in a location they have not been assigned more than two times, the Manager or Executive Committee may cancel their storage privileges and have the craft and trailer seized and removed or disposed of by Kitsilano Yacht Club at the owner's expense if the owner does not remove their craft from the compound and pay all fees and fines within 30 days of a written notice.
- (g) Storage areas must be kept in a neat, tidy and safe condition. Members should be aware that the Manager and Executive Committee have the authority to have any items found around or under craft and trailers removed and placed in a holding area. If the items are not claimed and either properly stored or removed from Club premises, they may be disposed of after a period of 30 days.

10. LOSS OF STORAGE PRIVILEGES

- (a) Failure to comply with storage policies and/or Rules may result in loss of storage privileges.
- (b) When storage and/or membership fees and assessments become overdue, the Manager shall, after giving notice as per the Club Bylaws, ask the bailiff to remove the craft and/or trailer concerned at the owner's expense.
- (c) Storage privileges may be withdrawn for inactivity. The Executive Committee will determine what constitutes inactivity. They may, without limitation, consider such factors as the number of times the craft has left the compound, either by land or water, in a period of time, level of participation by the owner(s) in Club activities and events, payment history, and may, at their discretion, take into account the possible influences that some personal situation(s) may have over the owner's ability to comply with Club rules during their determinations.
- (d) Storage privileges may be withdrawn because the craft and/or trailer is not reasonably maintained, or unseaworthy, or incapable of completing a safe voyage, and thus not in compliance with Rule 5(a), or is a real or potential hazard to other Members, Guests, or staff and thus not in compliance with Rule 5(b). The Executive Committee will determine if such conditions exist.
- (e) In the event that a craft and/or trailer is determined to be either inactive, or not reasonably maintained, or unseaworthy, or incapable of completing a safe voyage, or a real or potential hazard to Members, Guests, or staff, the Manager shall then notify the owner in writing that a condition of noncompliance with storage rules exists, and how it was determined, and inform the owner that within 60 days, the craft and /or trailer must be removed.
- (f) The owner shall forthwith take the necessary action to fully comply with the notice or within 30 days appeal in writing to the Executive Committee with reason(s) as to why the craft and/or its trailer should not be removed. After considering any such reason(s), the Committee may direct the Manager to inform the owner in writing that the craft and/or trailer must be removed within 60 days of the original notice.
- (g) If the owner neglects or refuses to comply with the notice under Section 9 (e), the craft and/or trailer will be removed by the bailiff at the owner's expense.
- (h) When a craft and/or trailer is removed under (d) or (e) above, the owner loses their allocated storage, but may apply to go on to the waiting list after all outstanding fees have been paid.

11. VISITING CRAFT AND TRAILERS

(a) Notwithstanding Sections 3(a) and (b), owners of craft visiting Kitsilano Yacht Club for special events, regattas or other reasons may be provided temporary storage if it is possible and available. The Manager must be notified regarding all temporary storage, and will allocate appropriate space.

12. DEATH OF AN OWNER

(a) In the event of the death of an owner, their spouse or other family member may, providing that he or she is a Member, be permitted to assume the owner's storage space at the discretion of the Executive Committee.

(b) In the event that the storage space is not assumed, the Executive Committee may allow a reasonable time for the space to be surrendered to the Club.

13. SECURITY

(a) Kitsilano Yacht Club cannot guarantee security of watercraft, trailers and equipment stored, and does not accept responsibility for loss or damage due to theft, vandalism or any other cause.

(b) Owners are responsible for storing their craft, trailers, and equipment safely and securely and may be held responsible if such items cause damage to either a person, other craft or Club property.

(c) Kitsilano Yacht Club recommends that all loose parts stored with craft be clearly marked with the owner's name, and the owner record any identification numbers to aid in their recovery.

(d) Owners are strongly advised to acquire adequate hull and liability insurance for their craft and trailers. Members should note that adequate liability insurance is a usual requirement for craft taking part in organized competitions.

(e) Kitsilano Yacht Club recommends that Members advise others when they are temporarily removing craft, trailers or equipment.

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