



Dartmouth Yacht Club

697 Windmill Road
Dartmouth, NS B3B 1B7
Phone: 902-468-6050

admin@dartmouthyachtclub.ca

Application for Membership

Membership Type:

I am applying for: Senior Crew/Social Outport

SENIOR MEMBER - is 19 years of age or over, paying the fee and dues approved by the membership. They enjoy all the privileges of the Club. Membership includes spouse/partner as well as children under the age of 19.

CREW/SOCIAL MEMBER - is 19 years of age or over, paying the dues approved by the membership. They enjoy all the privileges of a Senior Member except they can not vote or hold office, attend regular meetings or keep a boat on DYC premises. Membership includes spouse/partner as well as children under the age of 19.

OUTPORT - a senior member who is resident outside 100 km from DYC and pays applicable dues as outport member. Privileges are the same as Crew/Social Members. May return to Senior status upon payment of prescribed dues and fees.

Personal Information:

Surname: _____ Given: _____

Address: Street: _____

City: _____ Province: _____ Postal code: _____

Phone: (home) _____ (Work) _____ (cell) _____

Email Address: _____

Employer: _____ Occupation: _____

Name of Spouse/Partner: _____ Children: (under 19) _____

Member's Emergency Contact: _____

Phone (home): _____ (Work) _____ (cell) _____

Primary email (for all correspondence including invoices): _____

Secondary email: _____

Have you been a member of DYC in the past? : No Yes Type _____

Have you been a member of another yacht club?: No Yes

Please list Club(s) and years during which you were a member at each yacht club: _____

Sponsors:

Two Senior DYC Members in good standing must sign the application.

If you do not have a DYC sponsor, two members of the Management Committee will meet with you for an interview and they will become the two senior members to sign the application.

I agree to be interviewed Yes No, or

Membership Proposed by Senior Member: (print name) _____

Length of Acquaintance: _____

Signature: _____

Phone: (h) _____ (c) _____

Seconded By Senior Member: (print name): _____

Length of Acquaintance: _____

Signature: _____

Phone: (h) _____ (c) _____

Providing False information is grounds for cancellation of membership

Applicant Signature: _____

Date: _____

DECLARATION AND INFORMATION:

By-Laws and Policies - If elected as a member of the Dartmouth Yacht Club I agree to be bound by the rules and By-Laws of the club, its code of conduct and all policies as set by the Management Committee from time to time. (Copies are available in the office for review).

Insurance - Third Party Liability Insurance in an amount set annually at the AGM is required on all boats. Proof of this insurance must be on file. Boats will not be hauled or launched without proof on record.

Marina - Seniority on the marina wait list is based on (1) the date fees and dues are paid relative to this application (2) the date that I request to move from a mooring/ashore to a marina (3) if I have been removed from the marina, or are on the waitlist and my account is in arrears, the date that the account is resolved becomes the new seniority date.

Outstanding Accounts - All accounts are due 30 days from the date of the invoice unless otherwise stipulated, late fees may apply. No boat will be launched, hauled or removed from the yard/water until all dues and fees have been paid. Legal action will be taken on accounts that are outstanding for an extended period.

DYC Personal Information Consent Agreement - (pursuant to Canada's Personal Information Protection and Electronic Documents Act (PIPEDA) as follows:

The Dartmouth Yacht Club collects personal information such as name, address, contact information, boat and insurance information and other information as may be necessary for membership records and for the purpose of billing and internal communications. The information is retained at the Dartmouth Yacht Club office and is only accessible by Management or the individual club member, upon request.

The Privacy Policy is available for viewing at the DYC Office. Our privacy policy and reasons we collect the information we do, use and disclose is so that the DYC can:

- Better understand the requirements of our members
- Provide information about services and programs which may be of interest to you
- Inform members of events, information, policies and procedures of the DYC
- Billing of dues and fees and the collection of same
- Publication of the DYC annual Member's Directory (Member and Spouse/Partner names, member type, boat name, power or sail, phone and email addresses, seniority)
- Comply with the law.

Please indicate your consent by signing below.

Name: _____ **Date:** _____ **Signature:** _____

To be completed for senior member application with a boat:

Boat Information: (a picture of the boat must accompany this application)

Boat Name: (or registration number if no name) _____

Type of boat: Power Sail _____

Construction: Fibreglass Wood Steel Other

Manufactured by: _____ Model and Year: _____

Hull Colour: _____ LOA: _____ Beam: _____ Draft: _____

Displacement: _____

(If approved for membership the DYC yard staff will confirm measurements during launch or hauling, relative to fees .)

Are you the sole owner of the boat? Yes No.

If no, name of co-owner(s) and who is the majority owner: _____

Boat Insurance & expiry date (mandatory): _____

Note: proof of active boat insurance policy must be provided with the application. All boat owners must provide annual proof of Protection and Indemnity Liability Insurance. If proof of insurance is not provided you will not be permitted to launch, lift, keep or maintain your boat at DYC. Minimum level of insurance set yearly at AGM.

Boat Services:

Summer: Mooring Marina None

If new members can not be accommodated on the Marina immediately, they are put on a priority wait list based on seniority.

Winter: on land in water None

Storage: cradle trailer Jackstands None

Effective Jan 2021 new boats will have to be stored on cradle/trailer, not jackstands. There is a one season grace period

Dedicated power requested on marina: 20 amp 30 amp Other: _____

GENERAL RELEASE - MEMBERS

(To be signed in duplicate)

(PLEASE READ CAREFULLY BEFORE SIGNING)

I, _____, as a member of the Dartmouth Yacht Club (DYC), hereby acknowledge that DYC is a private members' club that provides facilities and limited services associated with the use, docking, mooring and storage of recreational boats and/ or yachts (all herein referred to as boats), and that I will use those facilities *at my own risk*.

I understand and agree that I will be solely responsible to ensure that:

- Any boat I own, operate or maintain at DYC, and all of its associated equipment is fit for the intended purpose and use and that the boat is seaworthy;
- Any cradle or jack/boat stands I supply are fit for their intended purpose. I realize that DYC will not inspect any equipment I supply or use for the boat and that it is my responsibility to insure all such equipment is suitable and fit for its intended purpose; and,
- When I supply and/or use boat/jack stands it is my responsibility to inspect them regularly to ensure the stands are properly set, tensioned and chained. I acknowledge that no lines (e.g. boat cover ties or other devices) are to be connected or tied to the stands.

I acknowledge that DYC is under no obligation to inspect any boat I, or other members, own, operate or maintain, nor is DYC obliged to inspect any associated boat equipment for seaworthiness or fitness for purpose.

I understand that if my boat, and/or associated equipment, is damaged as a result of my equipment failure or use, that DYC is not liable, and I shall make no claim for personal injury or damage against DYC as a result of, or arising from, damage to my boat or its equipment. I acknowledge that DYC is not liable for any damage to my boat and/or associated equipment by other members of DYC, or boats operated, owned or maintained by other DYC members and/ or their guests.

I acknowledge that I am solely responsible for any guests that I invite to DYC and, without limiting the generality of the forgoing, I acknowledge that I am solely responsible for the safety, well being and behaviour of my guests.

INSURANCE:

I agree to provide proof of All Risk Public Liability Insurance with respect to my boat and associated equipment in the minimum amount **established each year at the AGM**, (\$2,000,000 in 2023) to DYC **annually**. I understand that if proof of that insurance is not provided, I will not be permitted to launch, lift, keep or maintain my boat at DYC.

MEMBER'S LIABILITY TO THE DARTMOUTH YACHT CLUB

I hereby agree to indemnify DYC with respect to any legal proceeding arising from my actions and/or omissions or those of any of my guests or crew. Without limiting the generality of the forgoing, I agree to indemnify DYC with respect to all legal claims or proceedings arising from or based on my negligent actions or omissions and those of my guests or crew.

DOCKS

I acknowledge that I and my guests have the use of DYC equipment and property *at our own risk*, and without limiting the generality of the foregoing, that I and my guests use the DYC marina docks, piers, wharfs, and moorings *at our own risk*.

I acknowledge that DYC has made reasonable effort to ensure that its facilities are properly designed, constructed and maintained for the intended purpose. I understand that dock maintenance is a DYC responsibility, and I agree to report any defects which I observe.

MAST CRANE

I acknowledge that the mast crane is only to be used for stepping/installing or unstepping/ removing masts. I understand that the mast crane is **NOT** to be used for lifting or removing engines or other equipment from my boat and must **NOT** be used to lift a person.

I further acknowledge that before using the mast crane I shall consult with DYC staff with respect to its proper usage and follow all safety procedures stipulated for its use, including wearing a construction grade 'hard hat' or helmet.

HAZARDOUS SUBSTANCES

I acknowledge that I am liable for any spillage of hazardous substances, including, but not limited to, fuel, propane or airborne pollutants, that I, my guests or crew cause, and that DYC does not inspect my boat or equipment with respect to the transport, transfer, fueling and/or storage of any hazardous substances.

SHORE/YARD ELECTRICAL POWER

I acknowledge that DYC is not liable or responsible to ensure that members' boats are properly connected to shore/yard power. I acknowledge that DYC has advised members that only certified electrical cords and connectors are to be used to connect boats to shore and/or yard power.

MARINA & MOORING

I acknowledge that it is my responsibility to ensure that my boat is properly secured to the dock in my assigned slip with adequate dock lines and fenders. Further, it is not DYC's responsibility to inspect my, or any other boat's, mooring or dock lines, and any damage arising from improperly secured boats is not a DYC responsibility. I acknowledge that it is my responsibility to ensure my boat is properly secured to the assigned mooring or dock by adequate mooring lines sufficient for my boat's size, weight, type and any weather or water conditions that might affect the boat. I acknowledge that DYC does not inspect my, nor other members', boats' mooring lines nor is it DYC's responsibility to do so.

CRADLES AND OTHER STORAGE EQUIPMENT

I am aware of the manner in which boats are lifted and moved by the Marine Travelift and the Con-O-Lift cradle mover to their storage place. I realize that my boat's cradle will be moved by BobCat forklift, and it must be built to withstand such movement - with or without the boat on it. DYC is not responsible for damage which is the result of my boat, cradle or associated equipment not being fit for, or caused by, movement with due care and diligence. I acknowledge that it is my responsibility to ensure that my boat's cradle is fit for the intended purpose, and DYC does not inspect boats' cradles but has the right to refuse to place my boat on a cradle if the cradle is deemed to be inadequate for the boat.

GENERAL

I acknowledge that DYC is not liable for any personal injury or death to me or my guests, or damage to my boat or associated equipment, caused by or resulting from the natural elements, disasters, insurrections, civil disorders, war, terrorism, vandalism, or other misfortunes and/or acts of God.

I confirm that I shall indemnify DYC, its officers, management, appointees, staff/employees and volunteers when assisting with a Club event, from all legal claims, actions and proceedings arising from or based on the death or personal injury of any person, or damage to any boat or property, as a result of any act or omission by me, my crew or guests.

I have reviewed the forgoing and understand the nature of this general release. I agree that this release shall be binding upon me, my heirs, successors and assigns.

Dated this ___ day of ____, 202__

Print Name: _____ **Signature:** _____

For Office Use:

Date application received: _____

Date Application information Posted: _____

Date Dues and Fees Paid: _____

Response to Posting: None Yes.

Comments: _____

Date Membership Approved by Management Committee: _____

Commodore signature: _____ Date: _____

Administrative Checklist:

Dues and Fees collected

Membership number assigned

Membership Number: _____

Vehicle Sticker issued

Sticker Number: _____

Gate card issued

Database updated

“Welcome to the Dartmouth Yacht Club” booklet mailed/given to member

Club burgee issued

Web page password

Copy of application provided back to the member

Copy of criteria for cradles at DYC

Other: