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www.royalmanitobayachtclub.com

2019

## MEMBERSHIP APPLICATION & AGREEMENT

### **Please Check Preferred RMYC Membership. (All fees subject to GST) (Fees will be invoiced)**

- **Full Membership:** Gives access to a seasonal boat mooring space at Club docks, access to winter storage of your boat in Club yard; access to the fuel and pump out dock; access to Clubhouse facilities including washrooms, showers, sauna, restaurant, bar, banquet hall, and email notices of Club news and social events. \$525 per year. (\$551.25 with GST)
- **Associate Membership:** Access to seasonal overnight mooring space at Club docks not available, however access to storage of your boat in the Club yard is, as are access to Clubhouse facilities and notices of Club news and social events. Free launches of your boat at the Club ramp are included. \$175 per year. (\$183.75 with GST)
- **Clubhouse Membership:** No seasonal overnight dock space or seasonal yard storage. Gives access to Clubhouse facilities and notices of Club news and social events. \$100 per year. (\$105.00 with GST)

**Important Notice: Membership Fees do not include seasonal overnight mooring fees or yard storage fees**, which are invoiced separately and are based on the measured total length of your boat including all attachments to the bow or stern. Membership fees also do not include the dock electrical service fee for seasonally moored boats, tickets for special Club events, other optional or special services provided by Club, or general assessments for special projects, all as approved by the Club's Executive Board. For details see the Club's General Fee Schedule. Membership Fees and other applicable fees including taxes are due upon receipt of a Club invoice.

Please indicate if a new applying member \_\_\_\_\_, or a continuous member since year: \_\_\_\_\_

Last Name: \_\_\_\_\_ First: \_\_\_\_\_ Initial: \_\_\_\_\_

Partner/Spouse's Last Name: \_\_\_\_\_ First: \_\_\_\_\_ Initial: \_\_\_\_\_

Home Address: \_\_\_\_\_

City and Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phones: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (C) \_\_\_\_\_

Email Address(es): \_\_\_\_\_

Occupation: \_\_\_\_\_ Employer: \_\_\_\_\_

Boat Make, Model, and Length: \_\_\_\_\_

Registration Number and Name: \_\_\_\_\_

**Important Notice:** All new memberships are subject to approval by the Executive Board of the RMYC and in the case of new mooring or storage requests are subject to space availability. All seasonally moored boats must carry at least 1 million dollars in general liability insurance. The following Agreement on Page 2 must be signed and dated by all members or applicants. Owners of boats to be stored must also complete this or a separate storage agreement before storage services are provided or continued.

MEMBERSHIP TERMS AND CONDITIONS:

1. The applicant here by requests the Executive Committee of the Royal Manitoba Yacht Club Inc. ("the Club") to consider his/her application for membership contained herein for the services, and at the rates, as set out above.
2. If the Applicant is not already a member of the Club, he/she acknowledges that this application must be approved by the Executive Committee of the Club prior to the Applicant being entitled to any of the benefits of membership in the club.
3. This agreement shall become binding upon the Applicant and upon execution hereof by the Applicant. If approval of the Executive Committee of the Club is required, this agreement shall become binding on the Club only when such approval is given. If Executive Committee approval is not required pursuant to the terms hereof, this agreement shall become binding upon the Club upon execution hereof by the Applicant.
4. The Applicant represents and warrants to the Club that he/she is the legal and beneficial owner of the Boat described above. For seasonally moored boats proof of liability insurance is required.
5. The Applicant agrees to pay all monies owed by the Applicant to the Club (including, but not limited, to all membership dues, storage fees, dockage fees, utility charges, and applicable taxes), upon receipt of an invoice for the same. Interest will be charged on all past due amounts owed to the Club by the Applicant at the rate of 2% per month.
6. In addition to any rights of the Club pursuant to the By-Laws of the Club, as they exist from time to time, the Club shall be relieved of any further obligation to provide the services contemplated by this agreement upon default by the Applicant under any of the terms of this agreement, and at any time after the default.
7. If any monies owed by this Applicant to the Club are past due, the Club shall be entitled to seize the Boat and hold same until all amounts owed by the Applicant to the Club, including the costs of seizure and any costs incidental thereto, have been paid in full. In addition, the Club shall be entitled to all further rights of seizure and sale as may be permitted by law.
8. Applicant agrees to pay all costs and expenses (including legal fees on a solicitor and his/her own client basis) of the Club incurred with respect to any proceedings taken for the enforcing of the rights and remedies of the Club. No delay or omissions by the Club in exercising any right or remedy shall operate as a waiver of them, or any other right or remedy. All rights and remedies of the Club pursuant to this agreement or the By-Laws of the Club as they exist from time to time, may be exercised at any time and from time to time independently or in combination.
9. The Club shall not be liable to the Applicant for any damage caused to the Boat while on any premises operated by the Club, unless caused by the gross negligence or willful neglect of the Club, or its employees.
10. The Applicant shall indemnify and save the Club harmless from all claims, actions, damages, demands, fines and expenses of any kind for which the Club may become liable for which the Club may suffer, wholly or in part, due to any wrongful act, neglect or default of the Applicant, the Applicant's spouse/partner, any guest of the Applicant or any person operating the Boat. If the Club is made a party to litigation instituted by or against the Applicant, the Applicant's spouse/partner, any guest of the Applicant, or any other person because of any such aforesaid wrongful act, neglect or default, then the Applicant shall indemnify and save the Club harmless against and shall pay all costs expenses and legal fees (on a solicitor and client basis) incurred or paid by the Club in connection with that litigation.
11. This Agreement is enduring and remains in effect as long as the Applicant (or their heirs or assigns) remains a member of the Club or has an outstanding account with the Club. The Applicant must keep the Club informed of their current address and contact information.
12. The Applicant by signing below or clicking this check box agrees to the above Terms and Conditions and also agrees to abide by all Royal Manitoba Yacht Club By-Laws, and Standing Rules.

Print Your Full Name: \_\_\_\_\_

Date: \_\_\_\_\_ Applicant's Signature \_\_\_\_\_

Note: If submitted online signatures are not required when a valid email address is included on the form. Form may also be printed, signed and mailed or scanned and emailed to the Club.

FOR CLUB USE ONLY

Date Application Received: \_\_\_\_\_ Measured Total Length: \_\_\_\_\_

Date Approved: \_\_\_\_\_ Date Invoiced: \_\_\_\_\_