



## Lunenburg Yacht Club Marina Information for Berth Renters

The following document outlines the operating procedures and requirements for Renters of berths the Lunenburg Yacht Club Marina.

The Renter acknowledges and agrees:

1. To conduct themselves and their guests appropriately, and to abide by the rules and regulations adopted by the Club (accessible at [www.lyc.ns.ca](http://www.lyc.ns.ca)); and to ensure all persons abides by the Marina Operating Procedures, the Club's Bylaws & Rules and Regulations.
2. That, at all times, safety on and around the Marina complex, the Lunenburg Yacht Club Waterlot leases is the #1 priority.
3. That the Slip will not be used for berthing a boat or used as a place of business or as a seasonal or permanent residence.
4. That they will not attempt to navigate vessels exceeding the design limits of the Marina and/or slips within any part of the Marina.
5. That only one vessel will be berthed per slip and rafting of vessels is absolutely prohibited.
6. Vessels are not to exceed the maximum capability of the marina, currently 42' maximum length, 20,000 lbs.
7. If I engage a contractor to work on my vessel, I will ensure that the "Independent Contractor Agreement" will be completed and provided to the Club Manager prior to the Contractor entering LYC premises.
8. To report any damage occasioned to the Slip walkways or wharf immediately on becoming aware of the same to the Club's Manager.
9. To hold harmless and indemnify the Club and/or any Lunenburg Yacht Club members including those who may own "Exclusive Rights of Use" for all loss or damage arising out of the use of the Marina by the Renter, his/her invitee, including but not limited to damage to the Slip, Berth, adjacent walkways and wharf or any person thereon howsoever caused including loss or damages occasioned by the negligence of Club employees. If requested to provide proof of insurance of the Renters vessel, to the Club Manager.
10. That in the event of forecasted adverse weather conditions by Environment Canada, the Club shall have the right to require the Renter to move his/her vessel. The Renter shall provide the Club Manager with a telephone number where he/she may be contacted on a 24/7 basis. Should the Renter fail to move the boat as instructed by the Club and/or be unavailable at the number provided to the Club, the Club has the right to move any boat from the slip to an alternate mooring or anchor at the Renter's risk, the Club not being liable for loss or damage to the Renter's vessel or property however caused.
11. The club agrees to make available to the Renter 15-amp service electric power, potable water and to provide adequate lighting of the Slip area. The Renter agrees they will not use the power supplied to the Slip for the purpose of heating or air conditioning a vessel or the water supplied to the Slip for any purpose other than drinking.
12. Renters will ensure that persons using the Berth will be aware of and comply with the terms and conditions set out in this Agreement.

Date: \_\_\_\_\_

Renter: \_\_\_\_\_

On behalf of Lunenburg Yacht Club: \_\_\_\_\_