

LRYC CONSTITUTION AND BY-LAWS

MEMBERS ARE REQUESTED TO PLEASE READ CAREFULLY

Revised & Approved by SGM
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SECTION I NAME AND COMPOSITION

1. This association shall be known as the LaHave River Yacht Club incorporated and shall be composed of yacht owners and others who wish to encourage amateur yachting under either power or sail.
2. In these By-Laws the expression “Yacht Owner” means the owner of a sailing or power yacht registered in the Club.
3. An Act to Incorporate the LaHave River Yacht Club as a private, non-profit organization was passed the 8th day of April, A.D. 1949 by the Legislature of the Province of Nova Scotia. Any member who, having paid the assessment for the Charter incorporating the LaHave River Yacht Club prior to, June 5th , 1948, shall be known as a Charter Member. Presently no verifiable list of charter members is available.

SECTION II OBJECTIVE & PHILOSOPHY

1. The objective of the Club shall be to promote the Art and Science of Seamanship and the enjoyment of life afloat under sail or power and encourage friendship and social interaction among its members.
2. The philosophy upon which the LRYC is founded is one of members working together, sharing their talents and energy; assisting each other in the pursuit of the highest quality, affordable boating. Therefore, members of the LRYC are encouraged and expected to volunteer their time to attain this valued goal.

SECTION III FLAGS

1. The ensign of this Club shall be the Nova Scotia Flag.
2. The club burgee shall be a royal blue pennant, twelve inches at the hoist and eighteen inches on the fly with a four inch white stripe running through the center of the pennant from the hoist to fly and having a two inch red cairn mounted on this white field, four inches from the hoist.
3. The Commodore’s Flag shall be the Club’s burgee swallow-tailed with three red cairns in the white field; the Vice-Commodore’s, a similar burgee with two red cairns in the white field; the Rear-Commodore’s, a similar burgee with one red cairn in the white field.
4. A second but similar burgee having a twenty inch hoist and being thirty inches on the fly may be flown by the larger yachts.
5. The Past Commodore’s Flag shall be the Club’s burgee swallow-tailed with blue cairns in the white field.
6. No member shall fly the club burgee while receiving remuneration for the services of their yacht.

SECTION IV MEMBERSHIP

1. Membership in the Club shall be classified as follows; Senior, Honorary, Shore, Outport, Affiliate and Student. Privileges of membership extend to the spouse/partner and any children under 18 years of age.
 - a. **Senior Member** shall have met all the requirements set out in subparagraph 2 hereof. A Senior Member shall be a person who owns or co-owns a boat at the LRYC marina either on the club finger floats or on a privately owned mooring in or adjacent to the LRYC water rights or a person who uses LRYC property for boat storage. A Senior Member shall be entitled to all the privileges of the Club and shall have the right to vote at all meetings. Only one vote per Senior membership is permissible. For example, a union between two people who purchased only one senior membership is entitled to only one vote.

- b. **Honorary Member** - shall be a person approved by the Executive and elected by a two-thirds majority at a general meeting of the Club in recognition by the Club of the esteem in which that member is held for achievement. Honorary Life Members shall be entitled to all privileges of the Club, including voting rights. They shall not, however, be eligible to hold office. They shall be exempt from paying annual membership dues. They shall be liable to pay any dues and fees having to do with owning and keeping a yacht at the Club.
 - c. **Shore Member** - shall be a person that has met the requirements set out in subparagraph 2 hereof. A Shore Member shall not be entitled to be elected as a Flag Officer. A Shore Member may be elected or appointed by the Executive to chair or participate as a member of a committee. A Shore Member who is a member of a committee is entitled to a vote within that committee. Shore Members who chair committees are expected to attend executive committee meetings and are entitled to a vote at Executive Meetings. Shore Members do not have voting privileges other than what is stated above.
 - d. **Outport Member** - shall be an individual, approved by the Executive Committee, owning a boat, not kept or stored at the LaHave River Yacht Club. An Outport Member shall be permitted to partake of all Club social activities. An Outport member shall not have the use of the Club tender; and shall pay fees for all club services as listed in the LRYC Fee Schedule under Outport/Others. Outport Members shall not be eligible to vote.
 - e. **Affiliate Member** - shall be those who are already a member of another NS chartered yacht club and their club is in excess of 70 NMs radius from LRYC. Affiliate members do not have voting privileges but have access to the clubs dining room and bar facilities. Rev3
 - f. **Student Member** - shall be a person that has met the requirements set out in paragraph 7 here of; and must be 18 to 25 years of age and in continuing education. Student members do not have voting privileges.
2. A person desiring to become a Member must be proposed in writing by a member of the Club and be approved by a majority vote of the Executive. The application shall be accompanied by the person's fees such as storage fees in the case of a boat owner, membership dues etc. No one who has been twice rejected shall be eligible for one year. No person shall be entitled to enjoy the privileges of the club until her/his fees and dues are paid.
 3. The Executive Committee shall have the discretion to require that co-owners and/or independent co-users of yachts shall become Senior Members of the Club by making application.
 4. All Senior Members are required to have valid insurance for their vessels with a minimum liability in accordance with the Canada Shipping Act. Proof of valid insurance will be required when renewing annual memberships or when making application to become a Senior Member.
 5. No member or officer of the Club shall be liable for the debts or liabilities of the Club unless he shall have made himself personally liable.

SECTION V GUESTS

1. A Member may introduce any person as a guest of the Club provided that such a guest shall not be introduced more than three times in any one year, either by one or several Members, unless such a guest is only using the Club's premises to embark or disembark from a boat.
2. A crewmember of a visiting yacht shall be entitled to enjoy the guest privileges of the Club while the yacht is participating in any Club function or anchored at the Club.
3. Each Member shall be responsible for the Guest introduced by that Member. [See Annex A]

SECTION VI FEES AND DUES

1. Dues and Fees shall be as approved by the members at the Annual General Meeting.
2. All Dues, Fees, and Assessments including any membership fees for the current financial year are due and payable when invoiced. An amount will be refunded to any member who resigns from the Club, prior to June 1st, in accordance with these By-Laws, Section VII, Paragraph 1.
 - a. Members whose bills are unpaid at June 1st may, at the discretion of the Executive Committee, have their membership revoked.
 - b. If any such bill remains unpaid for a period of six months from the date of invoice, the Club, following ten days written notice by registered mail to the last known address of the member, shall have the immediate right to take possession of any vessel owned by such default member, whether or not such member has been suspended, expelled from the Club or had their membership revoked, for the purpose of selling such vessel by private or public sale, in order to realize the amount of the bills outstanding to the Club and the costs attendant on such seizure and sale.
3. A Shore Member who acquires a boat and/or wishes to use any of the moorings, marina or yard facilities (excluding fuel purchases) except as permitted under Section IV, 1(f); shall immediately make application to become a Senior Member, and shall be required to pay the difference in the annual dues.

SECTION VII RESIGNATIONS

1. A member on written notice to the Secretary may resign in good standing at any time between the first day of January and the first day of June, on payment of any money due the Club, and of such portion of the annual dues as the Executive sees fit, having regard to the extent to which the Member has since the first day of January availed herself/himself of the privileges of the Club.

SECTION VIII DISCIPLINE

1. If it comes to the notice of the executive that any member has infringed any By-Law or Regulation, or has behaved in a manner unbecoming of a member of the club, such a member may be expelled or suspended by the executive from any or all privileges of the club (including bar, yard and social privileges) for such a period as the executive determines.
2. Such expulsion or suspension by the executive shall be at an executive meeting, of which previous notice has been given to the LRYC member(s) informing them of the complaint against the member. The vote in favour of any such expulsion or suspension must be a two-thirds majority of those present. Not less than three days notice in writing by registered mail of the meeting shall be given to the member proposed to be expelled or suspended at her/his last known address, and the notice shall state the complaint against such member.
3. Any member so expelled or suspended may, within one month of receiving notice by registered mail addressed to his last known address, appeal the decision in writing addressed to the Secretary.
4. The Commodore upon being advised by the Secretary of the receipt of any such notice of appeal shall at once call a Special Meeting of the Executive, as requested by the notice.
5. The vote at any such meeting of the Executive Committee shall be by ballot and if two-thirds of the member's present vote to reverse the previous decision, the member shall be at once restored to his or her privileges as a member. Until such reversal, the member shall not be entitled to any such privileges.

6. Any suspension or expulsion shall not relieve the member suspended or expelled, from the payment of any dues or fees or other debt due from him to the Club.
7. Any Member so expelled shall not be entitled to be re-instated as a member of the club until the period of one (1) year has expired from the date of the expulsion.

SECTION IX FINANCIAL YEAR

1. The financial year of the club shall end on the thirty-first (31st) day of October, or on any other date fixed by the club at a General Meeting, and all accounts of the Club shall be closed on that date.

SECTION X MEETINGS

1. There shall be an Annual General Meeting of the Club, following Robert's Rules of Order open to all members, to be held as follows:
 - a. The Annual General Meeting shall be held in a timely fashion after the financial year end; not to exceed March 1st of the following year, at which time a year-end report on the preceding year shall be presented by the Executive. The current Committee shall submit an estimate of the receipts and expenditures for the current year and the auditors for the year shall be appointed. An election shall be held for all positions in the Executive. The new term of office is to commence on the day of the Annual General meeting after the new officer(s) are sworn in;
 - b. A Special General Meeting of the Club may be called by the Commodore whenever it is deemed necessary, or when she/he is requested to do so by the Executive or by written request signed by at least ten members stating the purpose of such a meeting. If she/he fails to call a meeting when so requested, the members so requesting may call a meeting themselves by Notice signed by those requesting the meeting;
 - c. At least one week's notice in writing shall be given to any meeting;
 - d. The notice calling any meeting shall state the business to be done thereat, and at a special meeting only business specified in the notice shall be taken up unless seventy-five percent (75%) of those attending approve of the new business being discussed;
 - e. Sixteen (16) members shall constitute a quorum at a General or Special meeting; and
 - f. In regards to the Annual General Meeting, all motions of significant importance in the opinion of the Commodore must be submitted to the Commodore at least two week prior to the AGM. This will permit this topic to be included in the agenda that will be made available to every club member. Failure to do so will disallow a vote on this motion but the motion may be debated.
2. The order of business at all General Meetings of the club shall be:
 - a. Call to order;
 - b. Additions to the agenda;
 - c. Approval of last year's AGM minutes;
 - d. Old business;
 - e. Presentation of reports;
 - f. Elections and installation of new Officers;
 - g. New business; and
 - h. Adjournment.

SECTION XI VOTING AND MOTIONS

1. Voting by proxy at a General Meeting, Special General Meeting or an Executive meeting may be carried out by written notice. Only Senior members have voting privileges and may carry a maximum of two proxy votes.
2. When a motion has been defeated twice in one year, no further motion of the same effect shall be again introduced in that year.
3. A Notice of Motion shall be considered as bringing up for discussion the whole subject to which such notice relates, and when the same comes up for discussion any amendment relating to such subject may be offered. If the Chairperson of the meeting is of the opinion that such amendment so materially alters the scope of the notice that a postponement of the discussion is advisable, she/he may adjourn the consideration thereof until the next meeting.

SECTION XII ELECTION OF OFFICERS AND COMMITTEE CHAIRPERSONS

1. A Nominating Committee consisting of the three immediate Past Commodores, still members of the Club and willing to act, shall submit a proposed slate of Officers and Committee Chairpersons to the Annual Meeting. The meeting may accept the slate or further nominations may be made from the floor. Elections shall be by ballot or by a show of hands. A candidate to be elected shall secure a majority of the votes cast.
2. A vacancy occurring among the Officers or in a Committee may be filled by the remaining Members of that Committee.
3. When a member resigns from the Executive, the Commodore will, at the discretion of the Executive, canvas the General Membership for a volunteer to complete the term of Office for the position left vacant.
4. If any Member of the Executive Committee or any Committee, is absent from three consecutive meetings of the Committee, they may be removed at the discretion of the executive.

SECTION XIII OFFICERS AND DUTIES

1. The Officers of the Club shall consist of a Commodore, Vice-Commodore and Rear Commodore, (herein referred to as Flag Officers): a Treasurer, and a Secretary. [See Annex H]
 - a. **COMMODORE:** It shall be the duty of the Commodore to take command of the Club, preside at all meetings, to enforce the By-Laws and regulations, and generally to carry on the work of the Club and promote its interests.
 - b. **VICE COMMODORE:** It shall be the duty of the Vice Commodore to assist the Commodore in the discharge of her/his duties, and in his/her absence to act in his/her stead.
 - c. **REAR COMMODORE:** It shall be the duty of the Rear Commodore to assist the Commodore and Vice Commodore in the performance of their duties and in their absence to act in their stead.
 - d. **TREASURER:** The Treasurer, who may be bonded by the Club, is responsible for the following:
 - i. Preparation and presentation of the Annual Budget;
 - ii. The maintenance of a proper bank account for the Club;
 - iii. the maintenance of a proper book of accounts;
 - iv. The payment of bills contracted by the Club;
 - v. The Annual Financial Statement and other financial statements, when required; and

- vi. Other financial related duties as required from time to time by the Executive.[See Annex B]
- e. **SECRETARY:** The Secretary is responsible for the following:
 - i. Keeping the minutes of all Club meetings;
 - ii. the safe keeping of the books, records, and papers of the Club and the minutes of Sub-Committees of Management; and
 - iii. Other duties as required from time to time by the Executive.

SECTION XIV AUDITORS AND FINANCIAL

1. The Club shall at the Annual Meeting elect Auditors for the ensuing year. Refer to Section X paragraph 2- Meetings.
2. Canada Revenue Agency has directed LRYC to have a Capital Projects/Acquisitions Reserve Fund, and as such, a separate bank account to hold said funds has been opened by the Treasurer. In addition, every June the executive is to ensure a sum equal to ten (10) percent of the Membership Dues and Fees billed for that year, be paid into the bank account set up to hold funds for Capital Projects and or Capital Acquisitions.
3. In the event of the dissolution of LRYC, and after the settling of its debts, any assets remaining are to be donated to the South Shore Regional Hospital or its successor.

SECTION XV COMMITTEES

THE EXECUTIVE

1. The Executive shall consist of the Flag Officers (Commodore, Vice Commodore and Rear Commodore), Treasurer and Secretary, and the chairpersons of each of the committees. The immediate Past Commodore shall be an advisor to the Executive, but she/he shall not be entitled to vote. The essential committees are:
 - a. Race Committee;
 - b. Membership Committee;
 - c. Entertainment Committee;
 - d. House and Grounds Committee;
 - e. Bar & Grill Committee;
 - f. Public Relations Committee;
 - g. Past Commodore’s Committee;
 - h. Learn to Sail Committee; and
 - i. Boat Yard Committee – chaired by Yard Captain.
2. The Executive shall be responsible for the general management and supervision of the affairs of the Club.
3. The Executive shall meet as often as required for the dispatch of business. Five members, including at least one Flag Officer, shall constitute a quorum.
4. The Executive may from time to time appoint subcommittees and delegate to them such of its duties as it deems proper. Only the chairperson of any committee is a member of the Executive and entitled to one vote.

5. The Executive shall have the power and authority to do such things as it deems advisable for the efficient carrying out of the aims and undertakings of the Club and the objects for which the Club is incorporated; provided however, that such power and authority shall not include power to purchase, or otherwise acquire real property or any interest therein or to enter into any contract or agreement for the acquisition of real property or any interest therein or to sell, mortgage, or otherwise dispose of real property of the Club or any interest therein or to expend or enter into a contract or agreement to expend a sum in excess of 3% of the previous year's revenues for non-budgeted repairs, replacements or additions to the Club's real or personal property unless express authorization by a motion passed at an Annual General Meeting or Special General Meeting of the Club is first obtained. However, this does not preclude expenditure to meet extraordinary circumstances which would be described as emergencies in response to disasters, for example, flood or fire.
6. The Executive and Committees which are assigned budgets are to submit financial reports as directed by the Treasurer.
7. No portion of the Club's revenues may be paid out to an executive of the Club, or otherwise be made available to them. No member of the Club shall be granted any rights, privilege or other advantage.

RACE COMMITTEE

1. There shall be a Committee, composed of a Chairperson, and not less than two other members who shall elect their own Secretary from among themselves. They shall be known and designated as "The Race Committee", and shall be responsible for the conduct and management of the races of the Club. The three members of the Race Committee shall constitute a quorum.
2. The Race Committee shall be chaired by a member elected at the Annual Meeting and who may add other members to this committee at the chairperson's discretion. It shall be the responsibility of the Race Committee, to establish handicaps on a continuing basis, to develop courses, to set out and take in the racing marks, to propose a racing schedule at the beginning of the season and to conduct these races, in accordance with, NSYRU rules.
3. The Race Committee shall define the courses, time limits, appoint the "Officers of the Day" for each race, allot the trophies and is responsible for all matters pertaining to yacht racing. The Race Committee shall submit a report to the Executive for approval or amendment not less than two weeks before the Annual General Meeting.
4. In the event of any trophy or prize not being awarded for any cause, the Race Committee may decide how such trophy or prize shall be awarded.
5. All races, and all yachts sailing therein, shall be under the direction of the Race Committee, and all entries shall be subject to its approval. All matters connected with races, except as otherwise provided, shall be subject to its approval and control, and any doubt, question or dispute shall be subject to its decision. Such decisions shall be based upon the sailing rules and regulations adopted by the Club, so far as the same are applicable; but as no rules are capable of meeting every incident and accident of sailing, the Committee shall keep in view the ordinary customs of the sea, and discourage any attempt to win a race by other means than fair sailing, superior speed and skill. A decision of the Committee shall be final unless it thinks fit, on the application of any person interested or otherwise, to refer any question to the decision of the International Sailing Federation. No member of the Race Committee shall take part in the discussion or decision of any disputed question in which she/he is interested.

6. The Race Committee, at the close of the season, shall prepare and submit to the Executive, a report containing the results of the season's racing, its award of the trophies and prizes, and such other matters as it deems relevant and such report when approved by the Executive shall be presented at the next Annual General Meeting.

MEMBERSHIP COMMITTEE

1. There shall be a Committee composed of a chairperson, the Vice Commodore or other flag officer as members. They shall be known as "The Membership Committee" and shall be responsible for the following:
 - a. maintaining a current registry of members, spouses, yachts, dates of election, business/home address, telephone number and E-mail addresses;
 - b. promoting membership as required and to be active in maintaining present membership lists;
 - c. making recommendations to the Commodore as per Section VIII of these By-Laws provide;
 - d. receiving applications for Membership; and
 - e. generally promoting the interest of members and assisting Executive in the discharge of their duties. [See Annex F]

PAST COMMODORE' S COMMITTEE

1. There shall be a committee known as the Past Commodore's Committee which shall meet at least twice yearly or more frequently if such Committee so decides, and whose functions it will be to advise the current year's Executive on any matters which it deems desirable. The chairperson shall be the immediate Past Commodore.
2. It shall also concern itself with matters which the current year's Executive directs for their consultation and also to make recommendations concerning long range planning.
3. It shall not have any authority or jurisdiction over the current year's Executive and its role, therefore, is advisory only.
4. The Past Commodore's Committee shall be the Nominating Committee, (see Section XII, para. 1)
5. For the purposes of this Committee, a Past Commodore must be an active, paid-up member of the Club.

SECTION XVI YACHTS & RACES

1. All Yachts, races and awarding of trophies shall be subject to the rules of the International Yacht Racing Union as prescribed or modified by the Canadian Yachting Association, except where such rules are contrary to any rule of the Race Committee or to any of the provisions in these By-Laws.
2. All Yacht owners shall furnish to the Race Chairperson the name and rig of their yacht and a description of their flag and the name of the port at which it is usually kept.
3. No member shall be entitled to vote as a yacht owner in respect to any yacht not duly registered in the Club.
4. No trophies shall be taken outside the confines of the Club without furnishing a suitable bond as decided upon by the Executive.
5. Rules and regulations regarding the awarding of Cups and Trophies shall be as decided upon by the Race Committee.

SECTION XVII AMENDMENTS

1. Any repeal of, or amendment to, or addition to any provision contained in this Constitution and By-Laws, may be made at any General Meeting or Special General Meeting of the Club.
2. In the case of any proposed repeal, addition or amendment, a notice in writing of the same shall be given at least fourteen days preceding the General or Special General meeting of the Club. A copy of the proposed repeal, addition or amendment shall be inserted in the notice calling the meeting. Any such repeal, addition or amendment shall be carried by a vote of majority of the voting members present as long as the requirement for a quorum is met.
3. A notice of a proposed repeal, addition or amendment given by and on behalf of the Executive by insertion in the notice calling any General or Special General meeting, shall have the same effect as a notice given by a Member at the preceding meeting.
4. Except for annexes E and G, the annexes to this constitution are appended for administrative purposes only. They are management procedures and guidelines, day to day operating procedures, with which all members should be familiar. They can however, be changed as often as the Executive deems necessary providing that the change does not reflect a change in the constitution.

SECTION XVIII NOTICES

1. Any notice required to be sent to any member by this Constitution and Bylaws may be given by letter and/or E-mail, addressed to her/his last address, as shown on the Register of Members.

SECTION XIX CLUB HOUSE AND PREMISES

1. The Club House, grounds, buildings, moorings, marinas, and other Club facilities shall be operated in accordance with the rules made by the Executive which may from time to time be altered, amended, repealed or added to by the Executive.

SECTION XX HOUSE, BOAT HOUSE, DOCKS AND MOORING RULES

1. Club moorings shall be for the exclusive use of either visiting yachts or, in an emergency, fully paid up club members requiring temporary moorings. The Executive may move any yacht violating this rule and shall not be responsible for any loss or damage consequent of such removal.
2. A club tender may be used for going to and returning from a yacht and shall not be detained by anyone longer than is necessary for that purpose. The member must ask permission from the club steward and pay any fees as described in the schedule of services.
3. Except as herein otherwise provided, the Club assumes no responsibility whatever for any boat placed in the Club premises, or for any yacht moored off the Club premises, and attended by the Club employees or any property left by any member in the club house, boat house or club premises, or on board of any yacht and every boat or yacht so placed or moored, and all property so left shall be entirely at the owners risk, and the Club shall not in any way be liable for any loss thereof or damage thereto, however occurring.
4. No gasoline, kerosene, or oil or other inflammatory substance shall be stored on club premises without express permission of the Executive Committee. This does not include storage of fuel in fuel tanks on board yachts.
5. No member shall use the private property of another without their permission.
6. Overnight Tie Up fees are applicable to all Senior Members who spend the night at the Club docks, whether or not they remain on their yacht. If there is no Club staff member on duty, it is the responsibility of the member to make payment.

ANNEX A

GUESTS

Annex A provides descriptions of the different categories of guests and expands on Section V of the Constitution.

1. **GUESTS** are likely to be relatives, close friends, business associates, or people who have been invited to the LRYC and are in the company of one or more of our members. Guests should be signed in each time they accompany you to use our facilities. One important reason for doing this is to adhere to the regulations of the N.S. Liquor Commission. We hope you will encourage your guests to become members.
2. **OTHER GUESTS:** Other guests fall into three categories that concern our members, these are:
 - a. **Fuel customers:** usually they do not go beyond our fuel dock and they do not make use of other club facilities. Should they insist on using other club facilities then they must be introduced to and signed in by a club member;
 - b. **Occasional visitors** from nearby communities or strangers who are curious about our club and may be considering joining our club. We hope that our staff or our members will recognize these individuals as non members. These people should be introduced to a club member and signed in. This will give our membership committee an opportunity to contact them in writing and formally invite them to join our club. When you sign someone in as a guest, please include a complete mailing address to assist our membership committee. This type of guest should be advised that we expect them to join after making use of the club facilities on more than three occasions; and
 - c. **Crew Members:** Refer to Section V paragraph 2.
3. If you do not recognize people on LRYC property, please assume that they are our guests. Introduce yourselves and make them aware that we are a private, non-profit organization and encourage them to join our club.

ANNEX B

Part 1 Membership Application Procedures

This Annex describes the procedure for attaining membership in the LRYC and is based on the LRYC Constitution. Annex B details the process that the required paperwork must follow to meet the intentions of the LRYC Constitution and minutes of LRYC meetings since the LRYC's inception.

1. The person who is seeking membership completes the appropriate membership application form including the signature of at least one sponsoring LRYC members. The person submitting the application should attach a cheque to cover the cost of type of membership for which they are applying.
2. The application form may be presented in person to any member of the LRYC executive or mailed to: The Membership Chairperson, LaHave River Yacht Club, P.O. Box 22042, RPO, Bridgewater, N. S., B4V 3W6.
3. The LRYC Membership Chairperson shall return a duplicate of the accepted application form to the new member, signed by at least two members of the LRYC Membership Committee, including the signature of at least one current LRYC Flag Officer. The returned application form will be accompanied by the following documentation:
 - a. Where applicable an invoice stating fee(s) and due date(s). All fees are payable to the LRYC. All communications pertaining to fees should be addressed to Membership Chairperson, LRYC;
 - b. A copy of the LRYC Constitution;
 - c. LRYC directive pertaining to guests and guest privileges;
 - d. LRYC procedures for launching and haul out; and
 - e. LRYC directives for use of mooring raft and club tenders.

Part 2 LRYC Accounts Receivable

The LRYC Treasurer will be responsible for accounts receivable, including the tracking of these accounts, in particular:

1. The LRYC Membership Chair shall issue invoices to all members whose names appear on the most recent membership list as compiled by the Membership Committee, such invoices to be issued as follows:
 - a. Invoices to be mailed to each member as of March 1st with all accounts payable when invoiced.
 - b. Senior membership accounts which are still outstanding as of May 1st of each year shall be advised that their membership dues are overdue and that they are subject to a \$53 late payment fee. Should the account remain unpaid beyond June 1st. such members shall be advised that their membership privileges may be revoked as per Bylaws, Section VI paragraph 2a. Membership privileges include use of club property or facilities as applicable for Senior and Shore Memberships. Rev 3
 - c. Float rental accounts which are still outstanding as of May 1st each year shall be advised that their rental dues are overdue and that their use of the float in question shall lapse as of June 1 of the membership year. The float will be assigned to the member whose name is at the top of the float rental waiting list.

ANNEX C

PROCEDURE AND REGULATIONS FOR STORING ON LRYC PROPERTY

1. **BOAT YARD CAPTAIN:** The Boat Yard Captain is responsible to the Commodore. The Boat Yard Captain is responsible for the direction of all LRYC Members who make use of the LRYC Boatyard. That is, the Boat Yard Captain is the direct representative of the Commodore and has the authority to insist that the following preconditions and procedures are adhered to by the LRYC Members. The Boat Yard Captain has the authority to organize the placement of boats, cradles and trailers and like material within the LRYC boatyard in a manner which is in the best interest of the LRYC. The Boatyard Captain shall report to the Commodore the boat names, boat owner's names of all boats in the LRYC boatyard on October 31 and 1 June of each year.
2. Although LRYC maintains a staff of two equipment operators, their sole purpose is to move, launch and haul boats. It is not their duty or responsibility to clean up after boat owners. LRYC is a club where members are required to do their part to keep fees down by contributing physically whenever possible. This includes pitching-in around the boat yard.
3. The following set of rules and regulations, though seemingly long, is not exhaustive, and is compiled not only for the protection of LRYC but also for your protection as well as the protection of your boat and gear.

LRYC BOAT YARD RULES AND ETIQUETTE

“Common Sense, Compliance with Laws, and Consideration Toward Others”

1. LRYC invoices must be paid in full prior to hauling.
2. LRYC is not responsible for any theft or loss of items left on or around vessel.
3. LRYC shall not be liable for any damage to a vessel resulting from such vessel's inability to withstand haul out and launch due to age, construction or cradle deficiencies. Yard equipment operators reserve the right to refuse haul or launch of any vessel they deem to be in an unsafe condition.
4. All persons wishing to enter the boat yard for any reason do so at their own risk.
5. It is forbidden to live aboard any vessel stored in the boat yard.
6. Boat owners storing at LRYC are to ensure the boat name is legibly painted on the front of their cradle.
7. Owners are responsible to keep the area around their boats clean at all times. Refuse thrown on the ground (like masking tape), even temporarily, has a tendency to be blown around. So tie a garbage bag to your cradle to collect the small bits. Failure to clean up around your work area at the end of the day could result in a clean-up fee.
8. All water hoses must have nozzles. When you are finished with the water hoses, turn them off and place them back neatly in the area you found them.
9. Every effort should be made to capture and properly dispose of non-biodegradable debris from boat washing and to use only minimal amounts of phosphate-free, nontoxic, and biodegradable cleaners.
10. Electrical and water supplies are provided for normal maintenance and repairs. It is not intended that these services be used for extended periods, for example, leaving boat batteries or electric lights or heaters connected over the winter months. For fire safety reasons, boats are not to be left plugged in and unattended. Boats found plugged in will be unplugged.
11. Parking in the boat yard is limited. Owners must not leave vehicles unattended due to the room required to maneuver the tree farmer and trailer.

ANNEX C (continued)

12. Oils and antifreeze must be placed in the correct containers. Once oil filters and containers have drained they are to be removed from the waste oil tank and disposed in the waste bin. Dispose of paint cans, drop and wind clothes, oil, anti- freeze, gasoline, diesel, solvents, paint, bilge water, cleansers, and other hazardous waste in a lawful manner.
13. For safety reasons, sails should be removed prior to haul and should not be installed prior to launch.
14. Yard staff has the right to move or re-arrange any vessel without notice. Yard staff will attempt to meet owners' requests with regard to a boat's position in the yard over the winter without guarantee.
15. Please ensure your boats cabins/hatches, dinghies and outboard motors are secured prior to being left unattended.
16. If you are going to be out of the Nova Scotia area for an extended period of time it is a good idea to leave a set of boat keys with someone in case of an emergency.

BOAT LAUNCH/HAUL PROCEDURES

1. It is the responsibility of the boat owner to contact the Boat Yard Captain lryc.yardcaptain@gmail.com or his/her representative to make an appointment for boat launching or hauling.
2. When launching or hauling a boat, owners are to ensure they have sufficient help or the equipment operator may refuse to perform the function due to safety reasons. (Minimum crew is three on the railway and two on the boat.)
3. Owners who book and miss an appointment or show up without sufficient crew will be billed accordingly. (The rate as per the 2014 fee schedule is \$30.)
4. Senior members are allowed 2 free dockage days immediately prior to hauling and immediately after launching. This entitlement is not bankable!
5. Once boats are launched, owners are responsible to put the levelling blocking back on the pad behind the winch house for future use. Any winter framing or ladders that the owner wishes to retain must be placed on the cradle and not stored elsewhere in the yard or it will probably end up in the garbage.

BOAT MAINTENANCE IN YARD:

1. All fibreglass, paint stripping or power sanding work must be properly covered and sealed by taping sheeting on to the hull around the boat. In addition, a tarp is required on the ground to protect the boat yard grounds. The use of a vacuum sander is recommended and the use of personal safety gear (spray socks, respirators or dust masks, safety glasses) should be used at all times when doing such work on your boat.
2. Upon daily completion of scraping and sanding work, the residue created must be cleaned off the ground sheet/tarp and placed in a disposable bag that can be sealed and placed in the trash. Once the filter cloth is cleaned, it must be rolled up and stored under the hull in such a manner that neither high winds nor run off rainwater can spread the residue particles onto the ground.
3. Paint and epoxy must be mixed over a tarp and any spills must be cleaned up immediately.
4. All work must be carried out in a safe and professional manner. All tenants, sub trades people are required to comply with WCB rules and regulations. Owners/Skippers are responsible to ensure any trades people have adequate liability insurance and are current with WCB. Owners/Skippers are also expected to engage in safe work practices.
5. LRYC reserves the right at its sole discretion to stop unsafe work practices and if deemed necessary to order the offending worker(s) to leave the site at the Owners/Skippers sole risk and expense.

ANNEX C (continued)

6. With regard to noise outside of the scope of work being completed, i.e. radio/stereo volume, please be respectful of neighboring boat owners.

ANNEX D

CLUBHOUSE UTILIZATION

1. The Club house may be used under any of the four general categories listed below.
 - a. **Normal utilization**, open to all members subject to the conditions contained in the LRYC Constitution. This type of utilization is best described as “day to day operation” and includes activities organized by the various LRYC Committees, for example, Club sponsored dances and entertainment;
 - b. **Sponsored utilization**, is a function open to all members and their guests, sponsored by a member or organization with membership privileges subject to the conditions contained in the LRYC Constitution. This type of function has been traditionally referred to as a Happy Hour which normally includes hors d’oeuvres provided by the sponsor or Club. Sponsored utilization may be established by contacting the LRYC Entertainment Committee Chairperson.
 - c. **Private utilization**, either by a member or organization with membership privileges, subject to the conditions contained in the LRYC Constitution, to a function for the private use of the member and invited guests only. Private utilization may not be available during the months of July and August. Private utilization may be requested by contacting the LRYC Entertainment Committee Chairperson.
 - d. **Private utilization**, by a non-member or organization on a rental basis for the private use of the renter and invited guests only. Private utilization by a non-member or organization on a rental basis may not be available during the months of July and August. Private utilization may be requested by contacting the LRYC Entertainment Committee Chairperson.

ANNEX E

SCHEDULE OF ANNUAL MEMBERSHIP DUES

Membership	Annual Dues	CYA	Bar & Grill
Senior	\$331.00	\$30.00	\$75.00
Honorary	Nil	Nil	Nil
Shore	\$132.00	N/A	\$75.00
Outport	\$205.00	N/A	\$75.00
Affiliate	\$37.00	N/A	N/A
Student	\$53.00	N/A	N/A

* Subject to HST
N/A Not Applicable

Note: all membership/storage invoices are mailed annually (1st week of March) and are due upon receipt. If payment is not received by May 1st a late payment of \$53.00 will be added to your invoice. If payment is not received by Jun 1st your membership may be in jeopardy of being revoked. Rev 3

ANNEX F

PROCEDURE AND RESPONSIBILITIES OF THE EXECUTIVE

1. To be familiar with the LRYC Constitution, particularly as it applies to membership.
2. Develop a working relationship with the membership chair to establish a specific flow of information from the time that an invoice is sent to a member until the member has paid his/her membership dues. This will ensure that only paid-up member's names are placed on the membership list. This may be as simple as maintaining a checklist of paid-up members. The treasurer opens all mail, and therefore, will know who has paid and will check their name off the list. From time to time initiate an audit to ensure that membership information is up to date.
3. New applications for membership should involve the membership committee for the following reasons:
 - a. New members who have paid their dues should be given a constitution by the membership committee and an opportunity to have any questions answered.
 - b. New member's names will be posted on the club notice board.
 - c. New members will be introduced to the club members at the earliest opportunity. For example, new members are invited to the first convenient **"Happy Hour"** and introduced to all present, the new member's first drink to be at the LRYC's expense.

MEMBERSHIP COMMITTEE

1. The membership committee will periodically review the membership dues structure; this will include the amounts for various types of membership. The intent is that dues reflect the LRYC's financial needs and are also reflective of the like dues paid for the use of similar facilities in the area.
2. A membership application will include the following statements from our Constitution as follows:
 - a. "The objective of the Club shall be to promote the Art and Science of Seamanship and the enjoyment of life afloat under sail or power and encourage friendship and social interaction among its members."
 - b. "The philosophy upon which the LRYC is founded is one of members working together, sharing their talents and energy; assisting each other in the pursuit of the highest quality, affordable boating. Therefore, members of the LRYC are encouraged and expected to volunteer their time to attain this valued goal."
 - c. Except as herein otherwise provided, the Club assumes no responsibility whatever for any boat placed in the Club premises, or for any yacht moored off the Club premises, and attended by the Club servants or any property left by any member in the club house, boat house or club premises, or on board of any yacht and every boat or yacht so placed or moored, and all property so left shall be entirely at the owners risk, and the Club shall not in any way be liable for any loss thereof or damage thereto, however occurring. [See SECTION XX]. The application form should include reference to privacy of information that may concern a member.

ANNEX G

SERVICES AND FEES

1. Boat Storage: Available to senior members only. This service is an annual fee plus a non-refundable haul/launch/summer storage fee payable when invoiced. (Fees due regardless of haulage in or out). That is, the entire fee is due regardless of the member using all or part of this service. Also includes 2 days at no cost at the dock for maintenance etc. The LRYC is primarily a club for active boaters; therefore, storage is not encouraged for other than the normal storage season.
2. Cradle storage (only).
3. Haul out and launch (Railroad only No Storage).
4. Mast removal is free to members, but prior approval is necessary. Cost to non-members is \$53.00 and must be paid at time of mast removal. Weight restrictions apply. Rev 3
5. Emergency haul out and re-launch: if boat is not re-launched, haulage in and out fees apply in addition to the requirement to purchase a Senior club membership. (See Fee Schedule)
6. Annual rental of finger floats - available to Senior members only. (See Fee Schedule)
7. Rental of boat shed space - available to Senior members only. (See Fee Schedule)
8. Overnight tie-up at open floats. (See Fee Schedule)
9. Overnight tie-up at club moorings. (See Fee Schedule)
10. Use of mooring hauler – Senior Members Only.
11. Use of club tenders:
12. Any member in arrears with his/her membership will be charged at the non-member rate for all services.
13. Any member in arrears with his/her membership or any other account owing to La Have River Yacht Club will not be hauled nor launched until payment of all accounts has been made in full. Those who are delinquent in their accounts will be asked to pay in advance for the upcoming year's yard and marina services.

ANNEX G (continued)

Boat Yard and Marina Fee Schedule

Service	Senior Member	Outport/Shore/ Non-Member/	Payment Due	Comments
Storage (Includes Haulage In & Out or summer storage and up to 2 days on dock) (See note 3)	\$1.10 x Square Footage of Boat Plus \$137.00 (Haul/Launch/Summer Storage)	Not available	When invoiced	Owner is required to provide at least 3 extra assistants when launching or hauling. (NOTE 1)
Mast Stepping/un-stepping	Free (MUST get prior approval)	\$53.00	At time of mast removal	WEIGHT RESTRICTION (500 pounds)
Haulage – In and Out (Railway ONLY, No Storage)	\$137.00 (\$68.50 each way)	\$11.00 per foot	Prior to launch or haul out	
Emergency haul out and re-launch	\$ 68.50 (1 day or less) \$137.00 (over 1 day) - (set you on the hard/off railway)	\$11.00 per foot	At time of haul out	
Relocation of boat in yard	\$32.00	Not available	At time of move	For boat movement at owner's request
Rental of finger floats	\$420 year (A float may be held for a Senior member for a period of one year upon payment of a \$105.00 holding fee)	Not available	Due when invoiced	Contact Rear Commodore (See note 2)
Finger Rental	\$11 night - \$53 week - \$158 month	\$21 night - \$105 wk - \$315 month	Day of tie-up	
Mooring Rental	\$8 night - \$32 week – \$105 month	\$16 night - \$63 wk - \$210 month	Day of tie-up	
Use of mooring hauler	Free	Not available	N/A	
Use of club tender	Free in mooring field – Outside of mooring field cost of gas consumed.	Not Available	At time of use	User responsible to return boat clean and responsible for any damages incurred.
Storage of Cradles/Boat Trailer	\$105	Not Available	N/A	Members MUST inform Yard Captain

ANNEX G (continued)

Notes:

1. No major vessel refit or repairs are to be carried out in the boatyard. You may be required to pay a utility surcharge, if used excessively; and a clean-up fee will be charged for excessive debris that has to be removed from around your boat in the yard. These charges will be applied at the Yard Captain's discretion.
2. The club reserves the right to rent out finger floats and shed bays on a short-term basis to Senior members while the seasonal renter is absent for an extended period. Seasonal renters are therefore asked to notify the club of planned absences and to specify their date of return. The club will ensure the renter has access to their float upon their return.
3. Senior Members who store in the yard may use Club floats for a short period of time (up to 2 days) after initial launch or at haul out, for maintenance or while they are preparing their own mooring. Use of a Club mooring may also be requested in emergency situations.
4. Anyone booking a launch or haul that does not show (and does not call to cancel) will be invoiced \$32.00 for missed appointment.
5. Multi-hull boats may ONLY dock on the face of the North Wharf.
6. New Members wishing a Senior Membership after **30 September (Rev 2)** will only pay \$105.00 for the membership. The cost of winter storage is separate.

All Fees updated by 5% 3 December 2016 (Rev 3)

ANNEX H

MANAGEMENT RESPONSIBILITIES-CHAIN OF COMMAND -QUICK REFERENCE

Annex H contains an abbreviated outline of the chain of command for the LRYC directly related to the Flag Officers. It is intended to provide a quick reference for committee members, members and staff; assisting them to quickly ascertain which is the office of primary interest that will most likely provide a resolution of any concerns pertaining to the management of the LRYC.

1. **Commodore:** The Commodore is responsible to all the members for the LRYC. The Commodore is responsible for overall management of the LRYC and is directly responsible for the direction of the following Officers and Committees:
 - a. Secretary
 - b. Treasurer
 - c. Long Range Planning committee
 - d. Membership Committee
 - e. Boat Yard Committee
 - f. Web Site
2. **Vice Commodore:** The Vice Commodore is responsible to the Commodore LRYC. The Vice Commodore is responsible for the direction of the following Officers and Committees:
 - a. House and Grounds Committee
 - b. Bar, Grill and Gas Sales
 - c. Entertainment Committee and Public Relations Committee,
 - d. Overall responsibility in the absence of the Commodore
3. **Rear Commodore:** The Rear Commodore is responsible to the Commodore LRYC. The Rear Commodore is responsible for the direction of the following Officers, Committees and facilities:
 - a. Wharves, Floats, Moorings,
 - b. Club Tenders,
 - c. Visiting Boats up to and including sign-in,
 - d. Learn to Sail Committee,
 - e. Racing Committee, and
 - f. Has overall responsibility in the absence of the Commodore and Vice-Commodore.

ANNEX I

ALLOCATION AND RENTAL OF CLUB FLOATS

1. Applicant must be a Senior Club Member.
2. The Club retains ownership of the floats and members may not allot their float to any person. Members must advise the LRYC of any vacancies to the wharf space.
3. The member's name will be placed at the bottom of the Float Waiting List and will move up as float allocations are made.
4. Should a member refuse a float allocation, the member's name will be deleted from the list.
5. Should a member not use a float, upon payment of a fee as prescribed in the pricing schedule, the float will be held for the member for a period of one year. During that period, the Club reserves the right to rent the float to other members as it sees fit.
6. The Club reserves the right to relocate a member's boat to another float. Boats may be relocated in order to maximize the safety of both the boats and the floats.
7. All boats must be moved off the wharf to their moorings when the winds get up to 20 knots. Any damage that occurs to the floats, if the boats are not moved, will be charged to the boat owners.
8. Application for a float will only be accepted for vessels with a maximum LOA of 33 feet for inside floats. Vessels exceeding 33 feet LOA will not be allocated inside floats. Allocation of floats to vessels exceeding 33 feet LOA must be approved by the Executive.