



19 Wing Comox Yacht Club (19WCYC)

Keelboat Rental Policy

Renter Qualifications

1. Qualified members may rent the 19 Wing Comox Yacht Club (19WCYC) keelboats. All renters must hold a **SAIL CANADA, CYA or ISPA certification** of “**Day Skipper**” and a valid **Pleasure Craft Operator Card (PCOC)**. If a member has not rented club boats before or has not sailed club boats for a long period of time; then they must complete a practical checkout, conducted by an experienced club member who is authorized by the **Keelboat Captain**.
2. All **renters** shall complete and sign an **Experience Résumé** at Annex A. The **résumé** must be submitted to the **Keelboat Captain** together with a copy of the members SAIL CANADA, CYA or ISPA certification/logbook entry prior to a member’s first rental.

Booking Procedure

3. All potential renters must check boat availability on the Club website calendar at:
<http://www.cg.cfpsa.ca/cg-pc/Comox/EN/RecreationandLeisure/Clubs/19WCYC/Pages/FormsandPubs.aspx> If a boat is available, the renter must contact the **DUTY BOSUN** listed on the calendar for the current day (**not the booking date**) to request bookings. Click on the **DUTY BOSUN’S** name to obtain the **DUTY BOSUN’S** phone number.
4. Club members may make bookings of **five days or more at any time**. Bookings of **four days or less** will only be accepted a maximum of **two weeks prior** to charter commencement.
5. Members of other CFYC’s or CFSA’s may rent 19WCYC boats but can only make a booking a maximum of five weeks prior to commencement of charters of five days or more and a maximum of 10 days prior to charters of less than five days.
6. Bookings will be Tentative until full payment is made. **The club will cancel a Tentative booking one month in advance of a five-day or longer charter and one week in advance of a four-day or less charter unless full payment is received to confirm the booking.**
7. A half day or one day rental may be booked on the day of the charter or the day prior, subject to boat availability, with the approval of the **DUTY BOSUN** and providing payment is deposited in the clubhouse prior to departure.
8. Boats may be rented for **a maximum of 15 days in the July to August** time frame.
9. The daily rental period is from 8 AM to 8 AM. A half-day rental consists of any portion of the day commencing at 8 AM or 1 PM.
10. **Under no circumstances will a boat be taken away from the dock without a confirmed booking and payment in full.**

Rental Rates

11. Peter Duck	Full Day – \$100.00 Full Day – \$60.00
Wild Side	Full Day - \$60.00 Half Day - \$40.00
Against the Wind	Full Day - \$60.00 Half Day - \$40.00

All prices are subject to and include the applicable taxes.

12. **Renters** are responsible for replacing the fuel that they use during their charter. **Peter Duck and Wild Side have DIESEL ENGINES and use DIESEL FUEL ONLY. Peter Duck's tender or dinghy has a 2 stroke outboard engine and uses a two-stroke oil mixture of 50:1. Against The Wind has a YAMAHA 9.9 hp 4 stroke outboard engine for propulsion and it USES STRAIGHT GAS ONLY.**

Rental & Deposit Payment

13. Rental payment that is made by check, is to be made out to “**Base Fund**” and is to include boat name and rental dates. If payment is made in CASH, include a written note showing the boat name and rental dates. A **\$250.00** deposit check, made out to “**Base Fund**”, **with the date left blank**, must accompany the rental payment, for the first charter of the season. The Club **Treasurer** will hold deposit checks in trust for the duration of the rental season. All payments, checks or cash, are to be deposited in the lock box, to the right of the entrance door in the Club House, **prior to any departure**. A Club House key is attached to each keelboat key ring signed out from the Commissionaire at the Quadra gate.

Cancellation Credits

14. **Renters** are to contact the **DUTY BOSUN** as soon as possible to cancel a booking.

15. If a **renter** cancels a booking for any reason after payment has been made, a full credit will be awarded, and that may be used for future bookings.

16. Failure to cancel a booking prior to the day of departure will result in forfeiture of that day's rental amount.

Forfeiture of Deposit

17. A charge of \$50.00 will be deducted from the **DAMAGE DEPOSIT**, to pay for boat cleaning if the **DUTY BOSUN** assesses that the general cleanliness of the boat is below standard upon return.

18. A \$25.00 charge plus the price of fuel will be deducted from the **DAMAGE DEPOSIT**, if the boat is not fully refueled upon return.

Renters Financial Liability

19. Prior to departure, renters will be required to sign for the boat and its inventory, certifying that they will be financially responsible for missing equipment or equipment that is damaged beyond normal “wear and tear”, during the period of their charter.

20. If, in the judgment of the 19WCYC **Executive Committee**, loss or damage is as a result of gross negligence or wanton or willful misuse by the **renter**, his or her family, guests or agents, the **renter** may be solely liable for charges up to the amount of the Consolidated Insurance Plan deductible of **\$5,000.00**.

Liability Waiver

21. **Renters** must complete the Liability Waiver at Annex B, for each person on the boat who is not a member of the club. Forms are to be deposited in the **Keelboat Captain** envelope, on the clubhouse bulletin board, **prior to departure**. Only one form per person per rental season is required.

Pets

22. **PETS**, of any kind, are strictly prohibited aboard all club boats. This is a **ZERO TOLERANCE** policy and is in place to protect members & guests who may suffer from allergies.

Duty Bosun

23. In accordance with the “self-help” Club principle, all **renters** will be asked to stand **DUTY BOSUN** watches assigned by the **Keelboat Captain or his representative**. **DUTY BOSUNS** will take bookings, sign the club boats in and out and will be responsible for checking the boats inventory, cleanliness, fuel state and defects at the start and completion of each charter. **DUTY BOSUNS** will advise the **Keelboat Captain** when boats are returned damaged, with missing equipment, not cleaned properly or not refueled.

Compliance

24. This Policy is promulgated by order of the **Commodore**, 19 Wing Comox Yacht Club. Failure to comply will result in loss of rental privileges.

Updated 07 April 2016

EXPERIENCE RESUME

Name: _____

Address: _____

Phone: _____

- | | | |
|--|-----|----|
| 1. I have sailed cruising keelboats. | YES | NO |
| 2. I understand aids to navigation, charts and right of way rules. | YES | NO |
| 3. I can use tide and current tables properly. | YES | NO |
| 4. I have sailed in Pacific Northwest tidal waters. | YES | NO |
| 5. I have experience anchoring in tidal waters. | YES | NO |
| 6. I have a working knowledge of VHF radio operation. | YES | NO |
| 7. I have had a boating accident in the past five years. | YES | NO |
| 8. If you answered yes to item 7, please provide details: | | |

9. I have taken the following boating courses (please include dates and locations):

10. I have owned the following boats (length, class/manufacturer, sail or power):

11. I have operated the following boats (length, class/manufacturer, sail or power, skipper or crew):

Past Year

Past Two Years

12. References (names and locations of charter companies, yacht clubs or boating organizations):

13. I warrant that I, as the Captain of any 19WCYC vessels rented by me, have read and agree to abide by the provisions of the Keelboat Rental Policy. I further warrant that I am competent in the operation of 19WCYC keelboats and that I have knowledge of seamanship, navigation and piloting and know the laws relating to the operation of 19WCYC vessels. The information provided on this résumé is true, accurate and complete and is provided with the intent that it can be relied upon by the 19 Wing Comox Yacht Club (19WCYC) and its insurance underwriters.

Signature

Date

Witness

DATED 20 JULY 2010

19 WING COMOX YACHT CLUB (19WCYC) WAIVER OF LIABILITY

SIGNING THIS DOCUMENT WILL AFFECT YOUR LEGAL RIGHTS

Participant / Member's Name: _____ Date of Birth _____

Commencement Date: _____

All activities near, around, on, or in water present a potential danger of serious injury and even death.
(Participant / Member's Initials _____)

KNOW ALL MEN BY THESE PRESENTS that _____
(Print name)

of _____ in the province of British Columbia, Canada, in consideration
(Address)

for arrangements under which I/he/she (as appropriate where signed by guardian of minor) will be permitted to use works and buildings at **19 Wing Comox**, the property of Her Majesty the Queen in right of Canada, for the purpose of participating in activities sponsored, organized, connected with or related to the 19WCYC **DO HEREBY EXCISE, RELEASE AND FOREVER DISCHARGE** Her Majesty the Queen in right of Canada, Her Officers, servants, agents, employees and members of Her Majesty Canadian Armed Forces, Her and their heirs, executors, administrators, successor and assigns, here and after called the Releasee, **from all manner of cause and actions, claims or demands, of WHATSOEVER KIND AND NATURE, HOWSOEVER CAUSED, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEE or any other person which I/he/she have/has, ever had, or could, shall or may hereafter have**, for or by reasons of, or in any way connected with participating in activities sponsored, organized, connected with or related to the 19 Wing Comox Yacht Club.

I/HE/SHE DO/DOES HEREBY INDEMNIFY AND SAVE HARMLESS the Releasee in respect of any and all actions, causes of actions, claims or demands which may be brought by or against the said Releasees, in any way arising out of my/his/her above noted use of works and buildings of Her Majesty the Queen in right of Canada at 19 Wing Comox.

FURTHER _____ **IS FULLY COVERED BY MEDICAL AND DENTAL**
(Print name)
INSURANCE INCLUDING EMERGENCY TREATMENT AND WILL THEREFORE BE FULLY PROTECTED IN THE EVENT OF AN ACCIDENT

This Waiver of Liability is binding on my/his/her heirs, assigns, executors, administrators, legal representatives and anyone else who may claim on my/his/her behalf.

SIGNED AND DELIVERED this

_____ Day of _____ ad 200__.

(Signature of Witness)

(Signature of Participant/Member/Parent/Guardian, as applicable)