



5667 Beach Avenue, Peachland, B.C. V0H 1 X6

**Bylaws
And
Code of Conduct & Regulations**

ADOPTED 08/15/2023

INDEX OF BYLAWS

of

Peachland Yacht Club

(adopted August 15, 2023)

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Part 1 – DEFINITIONS

(A) In these Bylaws:

1. **"Annual Dues"** means the amount of money payable annually to the Club by all Members except those provided for in these Bylaws. The Annual Dues are payable on or before March 31 of each year at a rate determined by Ordinary Resolution at any Annual General Meeting of the Club and may be amended by Ordinary Resolution at any General Meeting of the Club. Annual Dues are not refundable.
2. **"Annual General Meeting"** means the annual Member meeting required under the *Societies Act [SBC 2015] CHAPTER 18* as otherwise described in these Bylaws.
3. **"Club"** means the Society registered in British Columbia as the Peachland Yacht Club.
4. **"Clubhouse"** means all of the premises and facilities owned or operated by the Club, including the Moorage Basin.
5. **"Club Policies"** means all Board and operational policies and procedures set from time to time by the Executive Committee and may be ratified by the Members to govern the day-to-day administration of Club affairs. Club policies are to be interpreted subject to the *Societies Act [SBC 2015] CHAPTER 18*, these Bylaws & Regulations and Policies in that order.
6. **"Directors"** has the meaning defined under the *Societies Act [SBC 2015] CHAPTER 18* and refers only to voting Directors.
7. **"Executive Committee"** means the Flag Officers and the Directors elected by the Members of the Club in addition to those appointed by the Executive Committee in accordance with these Bylaws to a maximum of five (5) Flag Officers and to a maximum of four (4) Directors.
8. **"Flag Officers"** The Flag Officers of the Club shall consist of those elected or appointed as Commodore, the Vice Commodore, Rear Commodore, the Fleet Captain and the Staff Captain in accordance with these Bylaws.
9. **"General Meeting"** means a general meeting of the members of the Society;
10. **"New Member Initiation Fee"** means the amount of money payable to the Club which accompanies an Application for Membership. New Member Initiation Fees are not refundable once the Application has been accepted by the Club Executive Committee by Ordinary Resolution. The amount of the New Member Initiation Fee for each year shall

be determined at any General Meeting of the Club and may be amended by Ordinary Resolution at any General Meeting of the Club.

11. **"Member"** means a person that has applied for Membership with the Club and this Application has been accepted by the Executive Committee by Ordinary Resolution and includes Regular, Associate, Honorary Life and Family memberships.
12. **"Member in Good Standing"** means a Member who is not in arrears with payment of fees, dues, costs, assessments disbursements and debts due by the Member to the Club and not subject to any discipline, suspension or expulsion sanctions by the Club.
13. **"Ordinary Resolution"** means any of the following:
 - (a) a resolution passed at a general meeting by a simple majority of the votes cast by the voting members, whether cast personally;
 - (b) if the bylaws authorize indirect or delegate voting or voting by mail or another means of communication, including by fax, email or other electronic means, a resolution passed by a simple majority of the votes cast, in accordance with the bylaws, on the resolution;
14. **"Premises"** means the Club's premises and facilities including but not limited to the Moorage Basin situated in the District of Peachland in the Province of British Columbia.
15. **"Registered Address"** of a Member means his address as recorded in the Register of Members.
16. **"Regulations"** means any and all Regulations of the Club passed from time to time by the Executive Committee to govern its affairs, which may be ratified by the Members. Regulations are to be interpreted subject to the *Societies Act [SBC 2015] CHAPTER 18* and these Bylaws.
17. **"Society Act"** means the *Societies Act (SBC2015) Chapter 18*, including the *Societies Regulation* of the Province of British Columbia and all amendments thereto.
18. **"Special Resolution"** means a resolution passed by a majority of not less than three-fourths (3/4) of such Members entitled to vote as are present in person at a General Meeting of which notice specifying the intention to propose the Resolution as a Special Resolution has been duly given.

Capitalized terms not listed here have the meaning as provided in the Moorage Regulations.

- (B) Words importing the singular include the plural and vice versa, and words importing a male person include a female person and vice versa wherever the context so requires.
- (C) All references to 'days' shall mean clear days and exclude Sundays or statutory holidays in the province of British Columbia.
- (D) All references to 'business days' shall mean Monday – Friday and exclude statutory holidays in the province of British Columbia.

Part 2 – MEMBERSHIP

1.1 Regular Member

- (a) Any person nineteen (19) years of age or over may apply to the Executive Committee for Membership in the Club and on acceptance by Ordinary Resolution by the Executive Committee and payment of the applicable fees, dues, costs, assessments disbursements and debts to the Club shall be a Member of the Club.
- (b) Applications for Membership in the Club shall be made in writing to the Executive Committee in such prescribed form as may be approved by the Executive Committee from time to time.
- (c) Regular Members must at all material times, including but not limited to at the time of Application, hold a valid operator's boaters license and is not prohibited or suspended by law from operating a boat or motor vehicle.

1.2 Rights and Obligations of Regular Members

Every Regular Member shall:

- (a) uphold the Constitution, Bylaws, Regulations and Policies of the Club;
- (b) be entitled to have and to exercise all the powers of and rights of a Member under the provisions of the *Societies Act [SBC 2015] CHAPTER 18* without limiting the generality of the foregoing, shall be entitled to receive notice of and to vote at all meetings of Members of the Club; and
- (c) pay any and all Annual Dues, fees, dues, costs, assessments disbursements and debts as may be determined in accordance with the provisions of these Bylaws and Regulations for Regular Members.

2.1 Associate Member

- (a) Any person nineteen (19) years of age or over may apply to the Executive Committee for Associate Membership in the Club and on acceptance by the Executive Committee and payment of the applicable Associate Membership Initiation fees and any other fees, dues, costs, assessments disbursements and debts in accordance with the provisions of these Bylaws and Regulations for Associate Members shall be an Associate Member of the Club.
- (b) Applications for Associate Membership in the Club shall be made in writing to the Executive Committee in such prescribed form as may be approved by the Executive Committee from time to time.

2.2 Rights and Obligations of Associate Member

Every Associate Member shall:

- (a) uphold the Constitution, Bylaws, Regulations and Policies of the Club;
- (b) be entitled to have and exercise all the powers and rights of a Member under these Bylaws and the provisions of the *Societies Act [SBC 2015] CHAPTER 18* except; the right to Moorage (temporary or permanent), to become a Director but, without limiting the foregoing, shall be entitled to receive notice of and to vote at all meetings of Members of the Club; and
- (c) pay any and all Annual Dues, fees, dues, costs, assessments disbursements and debts as may be determined in accordance with the provisions of these Bylaws, Regulations and Policies for Associate Members.

3.1 Honorary Life Member

The Membership at any General Meeting may, on the recommendation of the Executive Committee, elect to Honorary Life Membership, any person. This person shall deem to be:

- (a) a Member in Good Standing;
- (b) shall have made, in the opinion of the Executive Committee, an outstanding contribution to the welfare and development of the Club; and
- (c) shall not be required to pay Annual Dues but is required to pay any other fees, dues, costs, assessments disbursements and debts owing to the Club and shall be afforded the Rights and Obligations of a Regular Member.

Unless Section 5.1 or 6. of these Bylaws is applicable.

4.1 Family Membership

- (a) If a Member is a married person or a person living with a common-law spouse, Membership may be extended to the spouse, and all Members of the family under age nineteen (19) and any Annual Dues paid shall be considered to have been paid half in respect of the Member and half in respect of her spouse, and the spouse and family members under the age of nineteen (19) years shall be for the current year members in Good Standing with all the rights, privileges and duties of a Regular Member. Only one (1) adult Member of the Family Membership unit shall be entitled to vote at any meeting of the Club unless Part 5 Section 1 of these Bylaws is applicable.
- (b) Where a Member and his spouse become separated, each may continue to hold Membership in the Club until the end of the current year, at which time, each shall then be entitled to Regular Membership privileges upon payment by each of them of the current Annual Dues, but neither shall be subject to additional new initiation fees.
- (c) Children under the age of nineteen (19) years of a Family Member are the responsibility of their parent Member(s).
- (d) Any child of a Regular Member in Good Standing, upon attaining the age of nineteen (19) years wishing to obtain Membership in the Club, may become a Regular Member after notifying the Executive Committee in writing in prescribed form and paying the current Annual Dues and any other fees, dues, costs, assessments disbursements and debts owing to the Club, but shall not be required to pay the New Member Initiation Fee.

5.1 Ceasing to be a Member

- (a) A Member, whether Regular, Associate, Family or Honorary Life Member, shall cease to be a Member of the Club as follows:
 - (i) by delivering written resignation to the Secretary of the Club or by mailing or delivering it to the address of the Club;
 - (ii) on the death of the Member;
 - (iii) on being expelled by the Executive Committee in accordance with these Bylaws; or
 - (iv) upon failure to pay Annual Dues or any other dues, fees, assessments, costs, debts or amounts levied by the Club in accordance with the Bylaws, Regulations and Policies.

6. Expulsion

Any Member who, in the opinion of the Executive Committee, has been found to have conducted himself in a manner unbecoming to the character and the interests of the Club may be disciplined, suspended, or expelled from the Club subject to these Bylaws, Regulations and Club Policies, provided that:

- i. the Executive Committee gives the Member written notice of any proposed discipline, suspension or expulsion at least ten (10) days before a General Meeting at which the proposed suspension or expulsion will be considered, including a statement of the reasons for the proposed suspension or expulsion;
- ii. the Executive Committee provides the Member a reasonable opportunity to make representations at the said meeting before any resolution for discipline, suspension or expulsion is put to a vote;
- iii. a resolution to discipline, suspend or expel such Member is passed by no less than a three-fourths (3/4) majority of the Executive Committee at a General Meeting held for that purpose;
- iv. any Member disciplined, suspended or expelled from the Club shall receive written notification of such discipline, suspension or expulsion and the reasons therefore; and
- v. an appeal by a Member or a former Member of a decision of the Executive Committee under this Section may be referred to a General Meeting to be convened in accordance with the provisions of these Bylaws and the *Societies Act [SBC 2015] CHAPTER 18*. Such appeal may be decided by way of cancelling, amending, or confirming the decision by the Membership where approved by Special Resolution.

7. Notice

For any and all matters governed by these Bylaws, Regulations, Policies and Code of Conduct, the Registered Address last advised by and received from the Member, former Member or prospective Member shall be the address of record in delivering any correspondence, any Notice or other documents.

The address of record for the Peachland Yacht Club is 5667 Beach Avenue, Peachland, BC V0H 1X6, to the attention of the Executive Committee.

All service of correspondence, any Notice or other documents shall be by registered mail. All correspondence, any Notice or other documents sent by registered mail will be deemed to have been delivered after ten (10) days after the date of depositing the correspondence with Canada Post.

Email, text and other forms of electronic delivery are not permitted.

Hand delivery of correspondence, any Notice or other documents is permitted to the Member and to any member of the Executive Committee of the Peachland Yacht Club.

Part 3 – DUES, FEES, ASSESSMENTS, COSTS AND DEBTS

1. Initiation, Annual Dues, Moorage fees and any other amounts, where applicable, shall be in such amount as is set by Ordinary Resolution at the Annual General Meeting or as amended by Ordinary Resolution at a General Meeting of the Club.
2. Annual Dues and Moorage fees, where applicable, are payable to the Club in advance no later than March 31 of each year.
3. Other amounts, including but not limited to contravention fees, fees, costs, disbursements, assessments, and debts as may be established by Regulation.
4. Any Member who is in arrears of any Annual Dues, fees, dues, costs, assessments disbursements and debts for a period over thirty (30) days will be referred to the Executive Committee. The Member shall be deprived of any and all uses, rights and privileges of Membership until full payment is paid of all outstanding Annual Dues, fees, dues, costs, assessments disbursements and debts plus a fifteen percent (15%) late payment fee.

Part 4 – MEETINGS

1. The Annual General Meeting of the Members of this Club shall be held at least once in every calendar year and not more than fifteen (15) months after the adjournment of the previous Annual General Meeting, on such a day and at such a place and hour as the Executive Committee may determine and so advise.
2. The Executive Committee may at any time and shall on written request of not less than ten percent (10%) of the eligible voting Members, call a General Meeting, giving notice of the purpose for which it is called and no other business shall be considered at that meeting except that for which the meeting is called.
3. At least fourteen (14) days notice shall be given for the calling of any Annual General Meeting.
 - (a) Notice of meetings shall be given by letter to Members and, in addition, may be followed up by giving notice by email, publication in local newspapers and on the Club's website. Additional means of notification shall be determined by the Executive Committee, not limited to electronic or other delivery means.

4. No business shall be transacted at any meeting unless a quorum of Members is present. A quorum for an Annual General Meeting shall be not less than three (3) of the Executive Committee and fifteen (15) Members in Good Standing.
5. A quorum for a meeting of the Executive Committee shall be not less than four (4) Members of the Executive Committee.
6. Unless otherwise provided for in these Bylaws or Societies Act [SBC 2015] CHAPTER 18 all Resolutions and other matters requiring a vote of the Membership shall be decided by a majority of votes with a show of hands unless a poll is requested by a Member. In the case of an equality of votes, the Commodore shall not have a casting or second vote in addition to the vote to which he may be entitled to as a Member.
7. Each Member in Good Standing is entitled to one (1) vote at an Annual General Meeting or General Meeting. Proxy votes are not permitted for voting at any meeting of the Club.
8. Within two (2) weeks of the Annual General Meeting of the Club, the Commodore shall call a meeting of the Executive Committee; otherwise, the Executive Committee shall meet at such times and places as may be agreed upon by the Members of the Executive Committee.

Part 5 – EXECUTIVE COMMITTEE, COMMITTEES AND DIRECTORS

1. The Club shall be governed by an Executive Committee of five (5) Flag Officers and four (4) Directors elected at the Annual General Meeting by the Members in Good Standing or as appointed in accordance with these Bylaws. Each Member of the Executive Committee carries one (1) vote at Executive meetings, regardless of family membership voting restrictions.
 - (a) The immediate Past Commodore shall act in an advisory capacity to the Executive Committee and shall not be a voting Member of the Executive Committee and acts in an ex-officio capacity.
2. At each Annual General Meeting, the following business will be conducted and included in the Agenda:
 - (a) Five (5) Flag Officers shall be elected to a one (1) year term of office:
 - Commodore (Chief Executive Officer)
 - Vice Commodore (Assistant to the Commodore)
 - Rear Commodore (Harbour Master)
 - Fleet Captain (Manager of Moorage)

- Staff Captain (Entertainment)

- (i) A Flag Officer's single term may be extended by the Members to a second (2nd) term by nomination and election at the following Annual General Meeting, and in extenuating circumstances at a meeting of the Members, the Members may approve by Ordinary Resolution, additional terms.

(b) Election of a maximum of four (4) Directors to a two (2) year term of office.

- (i) A Director's two (2) year term may be extended by the Members to a second (2nd) term or a term not exceeding 2 (two) years by nomination and election at the following Annual General Meeting, and in extenuating circumstances at a meeting of the Members, the Members may approve by Ordinary Resolution, additional terms.

3. Except for the Secretary and Treasurer, the Commodore may provide a portfolio for each Director.

(a) Each Director shall have the authority to form a committee of not more than two (2) Members to assist in the operation of his/her portfolio.

- (i) **Secretary**

The Secretary shall:

- (a) Conduct the correspondence of the Club;
- (b) Issue notice of meetings of the Club's Annual General Meetings, General Meetings and Executive Committee Meetings;
- (c) Keep minutes of all meetings of the Club General Meetings and Executive Committee Meetings;
- (d) Have custody of all records and documents of the Club except those required to be kept by the Treasurer;
- (e) Have custody of the Common Seal of the Club; and
- (f) Maintain the Register of Members.

- (ii) **Treasurer**

The Treasurer shall:

- (a) Ensure financial records are maintained as necessary to comply with the *Societies Act [SBC 2015] CHAPTER 18*;
 - (b) Make a report at each General Meeting of the Executive Committee, listing disbursements since the previous report, and itemizing outstanding financial commitments that may affect the financial status of the Club;
 - (c) At the Annual General Meeting, provide a statement of the Assets and Liabilities and Receipts and Disbursements with explanatory notes, as at the close of the Club Fiscal Year and for the year then ended respectively, to each Member in Good Standing;
 - (d) Compile and provide interim financial statements as required from time to time to the Executive Committee; and
 - (e) Compile an Annual Operations and Capital Budget for the following fiscal year for approval of the Members at each Annual General Meeting.
- 4. The Bank Signing Officers of the Club shall be any two (2) signatories of the Commodore, Vice-Commodore, and Treasurer. Any one (1) of the Commodore, Vice Commodore or Treasurer may receive the cancelled cheques and bank statements of the Club.
- 5. A Future Plans Committee, if constituted, shall consist of up to five (5) Members in Good Standing appointed by the Executive Committee. The Commodore or his designate shall automatically serve on the committee.
 - (a) The Future Plans Committee shall prepare a plan and submit same to the Executive Committee for their approval at least annually, prior to the Annual General Meeting.
 - (b) The plans shall include projections for at least two (2), five (5) and ten (10) year periods and shall be based on the best available knowledge of future milestones, trends, and internal and external influences.
- 6. A Public Relations Officer may be appointed by the Executive Committee from Members in Good Standing. The Public Relations Officer is not entitled to vote on matters at meetings of the Executive Committee.
- 7. No resolution passed by the Members at an Annual General Meeting invalidates a prior act of the Executive Committee.
- 8. (a) The Executive Committee may at any time appoint a Member in Good Standing as a Flag Officer or Director to fill a vacancy of the Executive Committee.

(b) A Flag Officer or Director so appointed holds office only until the next Annual General Meeting and is eligible for re-election at that meeting.

9. The Nominating Committee shall be comprised of such Members in Good Standing as may be appointed by the Executive Committee. The Nominating Committee shall discharge such duties as may be assigned to it from time to time.

The Nominating Committee shall require a written acknowledgement from all nominees that each will accept the position to which he or she is proposed to be elected unless there is a nomination from the floor and the nominee is present at the time of election.

10. A Safety Committee, if constituted, shall consist of up to five (5) Members in Good Standing appointed by the Executive Committee. The Commodore or his designate shall automatically serve on the committee. The Safety Committee is authorized to inspect any vessel at any time within the Marina Basin including but not limited to Moorage Members vessels and Reciprocal Moorage vessels and Emergency Moorage vessels to ensure compliance with these Bylaws, Rules, Policies and best practices in reference to the safety of persons and property.

11. Any Member In Good Standing shall be entitled to attend any General Meeting of the Executive Committee, but the Member shall not be entitled to vote or participate in discussions at any such meeting.

(a) Should a Member wish to be heard, the Member shall give written notice to the Secretary requesting that the Member be given an opportunity to be heard at the next General Meeting of the Executive Committee, setting forth a brief explanation of the matter to be brought before the Executive Committee.

12. Subject to the provisions of the *Societies Act [SBC 2015] CHAPTER 18* and these Bylaws and any amendments thereto, the Executive Committee shall have full authority to exercise the powers and conduct the business, discipline and management of the Club, which shall, without restricting the generality of the foregoing, be deemed to include the power to:

(a) subscribe to, become a Member of and cooperate with any other Club or Association, whether incorporated or not, whose purposes are in whole or in part similar to those of the Club;

(b) to draw, make, execute, endorse, discount and issue promissory notes, bills of exchange and other negotiable or transferable instruments but, in no case shall money be borrowed or raised, or debt incurred in excess of ten thousand (\$10,000.00) dollars or debentures issued without the sanction of a Special Resolution of the Members;

- (c) in order to carry out the purposes of the Club, the Executive Committee may, on behalf of and in the name of the Club, raise or secure the payment or repayment of money in such manner as they may reasonably determine; and
- (d) contract out services required to maintain its books of accounts to an accredited bookkeeper where the costs of these services are included in the annual operating budget approved by Ordinary Resolution of Members at an Annual General Meeting.

Members of the Executive Committee shall not be remunerated for being or acting as Members of the Executive Committee but shall be reimbursed for expenses necessarily and reasonably incurred by them while engaged with the affairs of the Club.

13. Removal of Flag Officer or Director

The Members may, at a General Meeting called for that purpose and, by Special Resolution, remove a Flag Officer or Director before the expiration of her term of office and may elect or appoint a successor to complete the term of office.

Where the subject of removal is a current Flag Officer and a member of the Executive Committee, that person shall not participate or receive information relative to the Club's removal proceedings and shall be excused from any and all meetings, discussions and correspondence in such proceedings.

The Executive Committee shall:

- i. give the Flag Officer or Director written notice of any removal at least ten (10) days before the General Meeting at which the proposed removal shall be considered, including a brief statement of the reasons for the proposed removal;
- ii. provide the Flag Officer or Director with a reasonable opportunity to make representations at the General Meeting before any resolution is put to a vote;
- iii. require that any resolution to remove such Flag Officer or Director is passed by no less than a three-fourths (3/4) majority of the Members entitled to vote at a meeting held for that purpose;
- iv. require that any Flag Officer or Director removed from the Club shall receive written notification of such removal and the reasons therefore; and
- v. on appeal by a Flag Officer, Director, former Flag Officer or former Director of a decision of the Members under this Section may be referred to another General Meeting to be convened in accordance with the provisions of these Bylaws and the *Societies Act [SBC 2015] CHAPTER 18*. Such appeal may be confirmed or cancelled by the Membership where approved by Special Resolution.

Part 6 – FLAG OFFICERS

The Officers of the Club is comprised of the Commodore, Vice-Commodore, Rear Commodore, Fleet Captain and Staff Captain.

1. Commodore (Chief Executive Officer)

The Commodore shall supervise the other Officers in the execution of their duties. The Commodore shall command the Club. He shall see that Bylaws, Regulations and Policies made by the Executive Committee and Members are enforced, and he shall have such powers and perform such other duties as are provided in the Bylaws or, which may be directed to the Commodore by the Executive Committee. The Commodore shall be an ex-officio (non-voting) Member of all committees and sub-committees.

2. Vice Commodore (Assistant to the Commodore)

The Vice Commodore shall assist the Commodore in the discharge of his duties and, in the absence of the Commodore, officiate in his stead. In the event of a vacancy occurring in the office of Commodore, the Vice Commodore shall succeed that office until the next Annual General Meeting.

3. Rear Commodore (Harbour Master)

The Rear Commodore shall ensure that Members entitled to Moorage are abiding by the Regulations regarding Moorage enacted by the Executive Committee. The Rear Commodore shall ensure that all moorage holders have the proper registration number on their Vessel, complying with the registration form submitted to the Club. The Rear Commodore shall assist the Moorage and Construction Directors in the discharge of their duties and verify from time to time that all vessels are properly secured and qualified for Moorage. The Rear Commodore is responsible for Marine Security.

4. Fleet Captain

The Fleet Captain controls moorage allocation as Members in Good Standing become eligible for permanent or sublease Moorage and maintains wait lists. From time to time, he measures vessels in assigned berths to ensure declared lengths are correct and, if incorrect, advising the Treasurer of corrections. The Fleet Captain completes new moorage contracts assisted as necessary by the Rear Commodore or Treasurer. He verifies the insurance requirements of Moorage for applicable Members. The Fleet Captain controls the allocation of Moorage for qualified visitors. The Fleet Captain assists the Rear Commodore with Security Control.

5. Staff Captain (Entertainment)

The Staff Captain has the responsibility of organizing functions involving the general public or social events for Members as the Executive Committee proclaims, assisted by others of the Executive or Membership as required.

Part 7 – SEAL

The Common Seal shall be affixed only when authorized by a resolution of the Executive Committee in the presence of the Commodore or his designate and one (1) other Member of the Executive Committee.

Part 8 – AUDITOR

The Club may not have an auditor; however, at least once a year, the accounts of the Club shall be compiled by an Accountant who shall be appointed at each Annual General Meeting. The Accountant shall make a report in the form of Financial Statements to the members on the Assets, Liabilities, Receipts and Disbursements as at the year ended and for the year ended, respectively. The annual Financial Statements shall be reviewed and approved by the Executive Committee and, once approved, be presented to the Members at an Annual General Meeting. The Accountant's report shall be open to inspection by any Member in Good Standing.

Part 9 – COMPLAINTS

All complaints shall be made in writing to the Executive Committee in accordance with these Bylaws, Regulations and Policies to the address of record of the Club and specifically in regards to Section 7 (Notice).

Part 10 – AMENDMENT OF BYLAWS

These Bylaws shall not be altered or amended in any manner except at an Annual General Meeting or General Meeting by Special Resolution of the Club.

Part 11 – FISCAL YEAR

The Fiscal or Financial year of the Club is from January one (1) to December thirty-one (31) of each calendar year.

Part 12 – WINDING UP

In the event of the winding up or dissolution of the Peachland Yacht Club, any surplus funds or assets shall be paid over or delivered to a designated charity, as determined by the Executive Committee last in office.

CODE OF CONDUCT & REGULATIONS OF PEACHLAND YACHT CLUB

Section 1: CODE OF CONDUCT

Objective and Purpose

The Code of Conduct has been developed to ensure a safe, friendly, and respectful place for Members of the Peachland Yacht Club, their guests, invitees, and the Club's staff to gather in the spirit of cooperation, relaxation, goodwill, fun, and friendly competition.

The objective of this Code of Conduct is to ensure that all Members of the Club, their guests, invitees and staff are treated with dignity and respect while enjoying the rights and privileges of Membership and to promote an environment that is free from discrimination, harassment, abuse, and violence for Members, their guests, and staff of the Club.

The purpose of this Code of Conduct is to establish clear and acceptable behaviour expectations for the Members, guests, invitees and staff. These expectations are set out in the Club's Bylaws, Regulations, and Policies, including this Code of Conduct.

Member Responsibilities

By accepting or continuing Membership in the Club, every Member is deemed and, in exercising their privileges, agree that the conduct and responsibility for compliance by them and their guests are in accordance with the Club's Bylaws, Regulations, Policies, and this Code of Conduct.

Member Conduct

All Members and their guests shall:

- courteously conduct themselves while on Club premises and in a sportsmanlike manner during any Club competitions;
- respect the rights of other Members and their guests and Club staff;
- respect the Club's facilities and equipment and be responsible for any damages incurred;
- abide by all local, provincial, and national laws and regulations that apply to Club operations;
- be an ambassador for the Club in the community and when a guest at other Clubs; and
- wear appropriate clothing in the clubhouse, including shoes and bathing suit cover-ups.

Members must conduct themselves in a courteous manner when social media discussions involve the Peachland Yacht Club, showing respect for our Club, Members, guests, invitees, staff and

community. Content that dishonestly represents itself as the official position of the Peachland Yacht Club or uses any aspects of the Club's visual identity or branding without authorization, or content that is disrespectful, dishonest, offensive, harassing or damaging to the interests, image and reputation of the Peachland Yacht Club, its employees or its Members may, upon review by the Executive Committee, be considered conduct unbecoming a Member.

Any violation of the Club Bylaws, Regulations, Code of Conduct, or Policies will be referred to the Executive Committee for appropriate action in accordance with these Bylaws, Regulations and Policies.

Interaction with Club Management and Staff

Members agree that:

- they have no authority to instruct Club staff on their duties or job performance;
- the Executive Committee is solely responsible for instructing staff in the performance of their duties;
- Members shall not discipline or disrespect staff;
- Complaints and suggestions are to be made in writing to the Executive Committee.

Section 2: REGULATIONS OF THE PEACHLAND YACHT CLUB

It is the Member's responsibility to refer to the online version of the Regulations, the official version of these Regulations, from time to time. In the event of a discrepancy, the online version supersedes all printed copies.

1.0 Guests

1.01 Members shall have the privilege of bringing guests into the Moorage Basin provided those guests are not subject to any discipline, suspended or expelled Members of the Club. Guests must be supervised at all times and are subject to all Bylaws, Regulations, and Policies of the Club.

2.0 Access

2.01 Each Member is issued key card(s) upon submitting a request in prescribed form and payment of a security deposit for each card which provides access to the Clubhouse and Moorage Basin. Each key card is for individual use only and is not to be loaned to any other Member or non-Member. When a Member ceases to be a Member, all key cards shall be returned to the Club forthwith, and any lost, stolen or non-returned key cards will result in forfeiture of any security deposit paid.

3.0 Standards and Safety

3.01 The Peachland Yacht Club does not accept any responsibility for loss of or damage to the property of Members, their families, or guests.

3.02 Club property is not to be removed from the premises except under the authorization of the Executive Committee.

4.0 Communication and Compliance

4.01 Executive Committee approval is required before posting notices.

5.0 MOORAGE REGULATIONS

Moorage Members agree to accept, support, and encourage adherence to the Club's Moorage Regulations. The Regulations foster safe and environmentally responsible boating, respect, and care for the Club's property, for our Member families, and the community at large. Member support and cooperation are essential to the mutual enjoyment and safety of all.

Moorage Definitions

"Contravention Fee" means a fee imposed by the Club on a Member for rectification of a contravention by the Member, including her guests and invitees of the Moorage Agreement, Moorage Regulations, or Club Policies and for which the Club has incurred an expense. Any costs incurred, including legal fees, will be fully recoverable from the Member plus a fifteen percent (15%) administration fee. Failure to pay any levied Contravention Fees will result in a referral to the Executive Committee for consideration in accordance with these Bylaws. Contravention Fees and administration fees are not refundable.

"Human-powered Vessel" includes paddleboards, kayaks, dinghies, rowing vessels, or similar Vessels.

"Moorage" means the privilege to moor a Vessel in a designated Slip in compliance with Club Regulations, Moorage Agreement, and Policies.

"Moorage Agreement" means the Agreement in prescribed form with the Club signed by a Member to become a Moorage Member and the Executive Committee designate. The most current Agreement can be found on the Club's website.

"Moorage Basin" means that tract or parcel of foreshore and land covered by water owned by the Crown, the District of Peachland, the provincial or federal government which are leased by the Club for its purposes, including but not limited to, all docks, Slips, and structures built thereon and including any breakwater.

"Moorage Member" means an eligible class of Member, who has been assigned Moorage in the Moorage Basin and has agreed to the terms and conditions of the Moorage Agreement, Moorage Regulations and Policies.

"Moorage Wait List" means that listing maintained by the Club of eligible Members who are seeking permanent Moorage, sublet, or change of Moorage to a different Slip size.

"Moorage Move List" means the list of Moorage Members with Moorage seeking a different Slip of the same size, a slip of a smaller size or a slip of a larger size.

"Slip" means that space in the Moorage Basin assigned for berthing a Vessel.

"Vessel" means any pleasure craft which is owned by any Member and regulated under Transport Canada Small Vessel Regulations in force from time to time, except Human-powered Vessels, which are addressed separately in these Moorage Regulations and Policies, personal motorized watercraft (commonly referred to as Jet Skis), pontoon vessels and other types reasonably determined by the Membership at a General Meeting.

6.0 MOORAGE BASIN, CLUB PREMISES AND LIABILITY

6.01 All Moorage space in the Moorage Basin is subject to any lease or sublease agreement in place between the District of Peachland or any party and the Club. No Member shall have any proprietary rights to an assigned Slip.

6.02 Moorage Members shall be liable for any loss, damage, or destruction caused to Club premises by their Vessel, whether under the operation or care of the owners or any other person with or without the owners' consent. Moorage Members are responsible for ensuring that their Vessels are properly and safely tied to their assigned Slip, as further defined in these Regulations. Any failure to do so that causes any damage to Club property or other costs to the Club may result in the imposition of a Contravention Fee.

6.03 Moorage Members shall indemnify, save harmless and defend the Club from all claims, costs, demands, damages, liabilities, actions, and causes of action of every kind whatsoever for all loss, injury or damage to persons or property, or theft of property, including any loss or damage to a Vessel (including its content and any and all attachments) however caused, by such Moorage Members, their family, guests, and invitees may suffer.

6.04 All Moorage Members may attend and use the Moorage Basin solely at their own risk, for which Moorage Members assume all responsibility and liability.

6.05 If Club staff or designates are permitted to board or move a Vessel for any reasonable reason, the Club assumes no liability whatsoever for such action.

6.06 Only Members or approved guests using the reciprocal moorage facilities with valid Pleasure Craft Operator Cards may operate a vessel within the Moorage basin.

6.07 Every Moorage Member shall maintain valid liability insurance in their name at all times while moored in the Moorage Basin and shall provide evidence of such insurance to the Club before Moorage assignment or the expiration date of the existing policy. If a Vessel has more than one owner, the insurance policy must be in the names of all owners. Liability insurance shall be a minimum of two million dollars (\$2,000,000) on each Vessel moored in the Moorage Basin.

If a Moorage Member fails to maintain insurance as required, the Club reserves the right to refer the matter to the Executive Committee, which may include the suspension of access to the Moorage Basin via gate key card/fob or any other means upon written notice. In the case of repeated infractions of this Regulation, the Club reserves the right to cancel Moorage upon written notice to the offending Moorage Member.

6.08 Operating a vessel while impaired or operating a vessel in a dangerous manner may, at the sole discretion of the Executive Committee of the Club, result in the Member who owns such Vessel being denied the privilege of mooring at the Club and Moorage and Membership may be revoked in accordance with the Bylaws.

6.09 All vessels underway within the breakwater shall proceed dead slow and in a cautious and seaman-like manner to avoid damage to other craft. Members are responsible for any damages, including damages caused by their wake/wash. Outbound vessels shall have the right of way over all other craft at the Moorage basin entrance channel.

6.10 The pouring or transferring of flammable liquids in open containers or Vessel fueling of any kind within the Moorage Basin is strictly prohibited and will result in immediate loss of Moorage and shall be referred to the Executive Committee. Reflective, flame, or oil-burning type heaters, shall not be used within the Moorage Basin unless the Moorage Member is in attendance. Storage of flammable liquids within a Vessel must be in certified and approved containers.

6.11 Any Vessel moored in the Moorage basin that does not have a current moorage contract shall be removed at the owner's expense (including storage) without any requirement to notify the owner.

6.12 Electricity is provided strictly for low-demand purposes such as battery chargers. Electricity is not permitted to be used for air conditioners or heating units (including bubblers). Members found using electricity for such purposes will be subject to an additional charge of \$200 for every month (plus GST) during which they use electricity in contravention of this rule.

6.13 Only MARINE UL or CSA-listed shore power cords (e.g. Marinco or Hubbell) are to be used in the Moorage basin. Household or outdoor electrical extension cords are prohibited. Only MARINE UL or CSA shore power pigtail adaptors are to be used in the Moorage basin. Home-made adaptors or connectors are prohibited. A 15A to 30A pigtail adaptor must be placed on the

shoreside of a 30A cord connection. The shore power cord must be unplugged from dockside power when the vessel end is disconnected. Cords must be in good repair as determined by the Club. All cords must be secured in a manner so as not to hang into the water at any point. Any exceptions will result in power cords being removed from the dock without notification to the Moorage Member and without liability to the Club.

Any costs incurred by the Club to ensure compliance with this Regulation may result in the imposition of a Contravention Fee on the Member and shall be referred to the Executive Committee.

6.14 If a vessel is equipped with thru-transom exhaust operation, its use is prohibited while the Vessel is operating inside and in close proximity to the Moorage basin. Vessels equipped with thru-transom exhaust must have a "Captain's Call/Silent Choice" switch. Engine noise muffling equipment must be in use at all times during operation inside and in close proximity to the Moorage basin.

6.15 Smoking (including vaping) within the confines of the Moorage basin is strictly prohibited.

6.16 Minor repairs only may be carried out in the Moorage basin.

A moorage Member shall inform the Club prior to the arrival of any maintenance personnel servicing his Vessel. Maintenance personnel arriving at the Moorage basin without approval may be denied access. Maintenance personnel must provide proof of liability insurance. The Club reserves the right to deny Moorage Basin access to maintenance personnel, acting reasonably.

6.17 Outboard motors shall be kept in the "down" or vertical position when the Vessel is moored.

6.18 Members must not moor or secure any vessel or structure to any part of the Moorage basin (including land and improvements) for use as a live-aboard facility, whether permanent or temporary.

6.19 The anchoring of any vessel within the Moorage basin or fastening of any vessel to the breakwaters is strictly prohibited.

6.20 There shall be no swimming, diving, fishing or stand-up paddling in the Moorage basin or in the approach channel to the Moorage basin. Entering the water within the Moorage Basin is strictly prohibited unless specifically approved by the Club on a case-by-case basis.

6.21 No tires, bumpers or other materials may be fastened to the docks except as approved by the Club.

6.22 Mooring lines shall only be three-strand (twisted) nylon or double-braided nylon rope. Polypropylene (e.g. the floating yellow rope), cotton, bungee-style or hemp ropes are not

acceptable. The Club's moorage standards are posted at the Moorage basin and are also available on the Club's website.

- 6.23** Members or their appointed custodian are required to check in on the Member's Vessel at least once a month from November 1 to April 30 and at least every 15 days from May 1 to October 31 of each year. Members using the moorage basin over the winter months are responsible for ensuring safe access to their vessels by clearing walkways and docks of any snow or ice and wearing Personal Flotation Devices. If a custodian is appointed by a Member, the Member shall provide in advance the contact details for the custodian.
- 6.24** Storage of personal property or vessel equipment outside the confines of the Member's Vessel is prohibited. Water toys, dinghies, etc., must be stored on or in Members' vessels or in approved Dock Boxes and not in the water or on the docks.
- 6.25** All litter and rubbish of a Member or of their guests must be removed by the Member. No litter shall be thrown overboard or left on the floats.
- 6.26** Pets must be kept on a leash and in the hands of a competent person at all times. All pet litter and droppings must be immediately picked up and removed from the Moorage basin.
- 6.27** All Vessels moored, and all contents in any dock box in the Moorage Basin must conform to all applicable laws and regulations and are subject to these Moorage Regulations, Moorage Agreements, and Club Policies.
- 6.28** Vessels moored in the Moorage Basin must be equipped in accordance with the Transport Canada Small Vessel Regulations and must be capable of moving in and out of the Moorage Basin under its own power. The Club may require the owner of any Vessel moored in the Moorage Basin to permit an inspection of the Vessel to ensure compliance.
- 6.29** The storage of flammable liquids, oily rags, etc., is prohibited on the docks or in dock boxes in the Moorage Basin.
- 6.30** Use of a BBQ is not permitted on any dock without written permission from the Club.
- The only style of BBQ that is permitted in the Moorage Basin is a marine-style apparatus that is affixed to the Vessel.
- 6.31** The use of unprotected light bulbs is prohibited.
- 6.32** Children under the age of 14 must always be accompanied by an adult while in the Moorage Basin and must wear properly fitted life jackets.

7.0 Assignment of Moorage

7.01 Moorage can only be held in the name of a Member that is eligible to hold Moorage as defined by Club Bylaws.

7.02 Other Members who own an interest (partnership) in any Vessel in the Moorage Basin are subject to these Moorage Regulations, Moorage Policies, and the Moorage Agreement. Should Moorage by the Moorage Member on record at the Club ceases for any reason, then any remaining partner(s), excluding the spouse of the Moorage Member, must apply for new Moorage and will be subject to all requirements of the Bylaws, Moorage Wait List and the Moorage Regulations.

7.03 The Club reserves the right in its sole discretion to assign or reassign Moorage of any Vessel in the Moorage Basin for any reason acting reasonably, including but not limited to, factors such as; safety, navigational constraints, Slip size, good boating practices, and best use of space.

7.04 Reassignment of the Slip by a Moorage Member to another Moorage Member is not permitted.

7.05 Placement of a Vessel in the Moorage Basin shall be in accordance with Club Bylaws, Regulations and Policies.

7.06 Any Moorage Member requesting a move for their Vessel to another Slip may have their name placed on the Moorage Move List until the specific request is satisfied, or the Member advises in writing of the cancellation of the request.

7.07 A Moorage decal, supplied by the Club indicating the current fiscal year and assigned Slip, must be affixed to the Moorage Member's Vessel in accordance with Club Policies.

8.0 Sublets and Temporary Moorage

8.01 A Moorage Member whose annual Moorage fees are paid in full and whose Membership is in Good Standing may apply to the Club to sublet their Slip in accordance with these Bylaws, Regulations and Policies.

A Member in Good Standing shall be entitled to sublease their allocated moorage space one (1) time for every 5 (five) years of Membership on a consecutive basis which is noncumulative with Moorage in the Club on the following terms and conditions:

- a. If a Member wishes to exercise this privilege in any year, then the Member must notify the Fleet Captain in writing prior to March 1 of such year that the Member wishes to sublease, in which case the Member shall not be required to pay the Moorage Fee for that

year and shall not be entitled to any use or benefit of a slip and the Fleet Captain may sublease the berth and any revenues received shall accrue to the Club.

- b. Upon the expiry of the term of such subleasing on March 31, then if the Member fails to sign a Moorage Contract for the subsequent year, their Moorage will be considered cancelled, and their name will be placed at the bottom of the Waiting List.

9.0 Human-Powered Vessels

9.01 Human-powered Vessels must be used in accordance with Transport Canada Small Vessel Regulations, other applicable legislation, and the Human-Powered Vessel Club Policies and Agreements.

9.02 Human-Powered Vessels shall not be operated in the Moorage Basin.

9.03 Operation of all Human-Powered Vessels must comply with applicable legislation.

10.0 Change in Ownership

10.01 Where a Moorage Member sells their Vessel to another Member, the purchasing Member must either be on or place their name on the Moorage Wait List to obtain permanent Moorage for the Vessel. Should the selling Member no longer require Moorage for a replacement Vessel, and should the purchasing Member be in a seniority position on the Wait List or Move list, the Club may approve permanent reassignment of the Member's Slip to the purchasing Member. If, however, the purchasing Member is not in a seniority position on the appropriate list, the Club may approve the reassignment of the Moorage Member's Slip to the purchasing Member for the remainder of the Moorage term only, subject to all Moorage Regulations and completion and execution of all documents required by the Club.

11.0 Fees

11.01 Moorage fees are based on the length of the Vessel (LOA) and is subject to measurement by the Club.

11.02 All Moorage fees shall be due no later than March 31 each year in accordance with Club Bylaws, Regulations and Club Policies.

12.0 Environmental

12.01 The use of through-hull toilets is strictly prohibited, and all Vessels that do not have a holding toilet tank and have through-hull fittings are required to have such fittings sealed while moored in the Moorage Basin. The pumping or pouring of petroleum products, sewage, or the discharge of waste from portable toilets within the Moorage Basin or in the Club is strictly prohibited.

12.03 No litter shall be thrown overboard left on the docks or left within the Moorage Basin.

12.04 All power-driven Vessels must have engine noise muffling equipment in use at all times while in the Moorage Basin.

13.0 Dock Modifications

13.01 Prior approval from the Executive Committee must be obtained in advance before any materials may be attached to the dock or inside of a finger, including, but not limited to, dock boxes and cleats.

13.02 Installation of wooden dock boxes is not permitted. Installation of dock boxes is limited to one per Slip unless written approval is provided by the Club. Dock boxes shall not exceed the following dimensions: 60" long, 25" high, and 24" wide. The Club may, with reasonable notice, require the owner of any Vessel moored in the Moorage Basin to permit an inspection of the Vessel or dock box to ensure compliance.

14.0 Commercial Activities

14.01 The Moorage Basin shall not be used by Vessels for hire for embarking or disembarking their patrons or for the loading or unloading of gear or provisions without prior written approval from the Executive Director or designate.

15.0 Mooring Standards

15.01 All Vessels moored in the basin must be safely secured in their Slip in accordance with Club Policies. If insufficient or damaged lines are being used, the Moorage Member shall be informed, and the Moorage Member must immediately install new and acceptable lines. The Club reserves the right to re-tie the Vessel with appropriate lines and impose a Contravention Fee commensurate with reasonable costs incurred by the Club in doing so.