

## Dry Moorage Agreement Terms

1. Storage of boat in NOSA compound
  - a. The boat must be used for the sport of sailing during NOSA's active season from mid-April to mid- October. The boat must be capable of being manually launched and recovered using NOSA's beach access.
  - b. The trailer/dolly that the boat is stored on must be maintained in a usable condition including tires.
  - c. The boat must be stored in a bay designated by NOSA
  - d. NOSA can move the boat to a different bay, without notice, and NOSA is not responsible for any damages resulting from such a move.
  - e. The owner is responsible for proper blocking and tie-downs, and is liable for any damage caused to other boats as a result of their boat striking another (eg in a storm) The owner must inspect the boat's blocking and tie-downs to guarantee their security.
  - f. The owner has no proprietary rights to any bay, and may not transfer his space to anyone else.
2. Description of the boat
  - a. The description of the boat on the membership application must be accurate. Consult with NOSA members if you are in doubt of boat class etc.
3. Term of Agreement
  - a. This agreement is valid from the date the membership application is signed until April 30<sup>th</sup> of the following year.
  - b. The amount paid is an annual fee that will not be prorated nor refunded.
4. Compound Use and Safety
  - a. The owner must be a member in good standing of NOSA.
  - b. The owner will not carry on any activity on their boat, or in the compound that is considered a nuisance by NOSA.
  - c. The owner will not dump garbage, solvents, oily bilge water or any harmful materials from their boat.
  - d. The owner will notify NOSA immediately of any environmental spill. (eg oil, solvents, paint)
  - e. The owner is liable for all costs to NOSA resulting from an environmental spill.
  - f. If NOSA considers the boat to be a hazard to other boats, or to the compound, or to users of the club, NOSA will require the owner to remove it. If that can't be promptly arranged, NOSA will facilitate the removal, and the owner will be liable for any costs. NOSA will not be liable for any damage to the boat resulting from its removal.
5. Terms, Rules and Regulations
  - a. The owner must comply with all the terms, conditions and regulations as presented by NOSA, including any changes NOSA sees fit to make. (owners will be notified of any changes)
  - b. The owner is liable to any costs associated with non-compliance to regulations.
6. Lien and Sale of Boat

- a. Even if the owner sells the boat, they are considered the boat's owner for the duration of this agreement.
- b. If any fees are outstanding for 45 days or more, the boat may be seized and impounded by NOSA. 45 days after giving notice of outstanding fees, the boat may be sold, or disposed of in any other way (including scrapped)
- c. If the boat is federally registered, NOSA must be provided with an executed Registry Transfer which will be used to sell the boat if seized or impounded. The Registry will be returned to the owner when the owner removes his boat. Any fees involved are the responsibility of the owner.

7. Termination by NOSA

- a. NOSA may terminate this agreement with 48 hrs notice if any conditions or regulations are not met by the owner.
- b. NOSA may otherwise terminate this agreement for any reason by giving 30 days notice. The owner will be liable for any expenses of removing their boat.