



NORTH CHANNEL YACHT CLUB
P.O. Box 175
ELLIOT LAKE, ONTARIO
P5A 2J7

NCYC MEMBERSHIP AGREEMENT

Between:

NORTH CHANNEL YACHT CLUB
[“NCYC”]
and
■ [INSERT NAME OF MEMBER(S)]
[“Member(s)”]

Preamble: This Agreement is based upon the following facts:

1. The North Channel Yacht Club is a non-share capital corporation governed by:
 - a. the Not-for-Profit Corporations Act, 2010, S.O. 2010, CHAPTER 15 [the “Act”];
 - b. the NCYC By-laws adopted by the corporation and the provisions of the Rules, Regulations, Policies & Procedures and the NCYC Code of Behaviour adopted under those By-laws [the “NCYC Governing Documents”];all as amended from time to time.
2. Article 9.6 of the By-laws provides as follows:

*9.6 **COMPLIANCE WITH RULES:** Upon admission to membership, each member is required to agree in writing to be bound by the By-Laws, Rules, Regulations, Policies & Procedures of the Club and to be subject to them and to conduct themselves in accordance with them or be subject to discipline for any contravention and in default of such writing is nevertheless so bound.*
3. NCYC insurance requires that “... a fully completed boat moorage/boat storage/membership agreement...” be obtained from all members.
4. ■ [insert names of member(s)] is or are members of NCYC currently recorded as a [check which **ONE** of the following applies]:

<input type="radio"/> Full Member as an individual	<input type="radio"/> Full Member as a Membership Couple
<input type="radio"/> Cruising Member	<input type="radio"/> Associate Member
<input type="radio"/> Summer Member	<input type="radio"/> Life Member

Based upon the above, and in consideration of membership, the parties, agree as follows:

1. **Rights, Duties, and Obligations:**
 - a. The parties each have the rights, duties, and obligations set out in the Governing Documents referred to above as amended from time to time.
 - b. It is the duty of each party and in particular, the Member(s) to read and become familiar with the Governing Documents.
 - c. The provisions of the Governing Documents are incorporated into this Agreement by reference and become part of this Agreement as though they had been inserted here.

- d. NCYC will keep the Member(s) informed of changes to the Governing Documents by posting current versions on the NCYC website at www.ncyc.ca and specifically on the NCYC Official Documents page at [NCYC Official Documents | NCYC](#).

2. Member(s) Acknowledgements and Undertakings: The Member(s) acknowledge, undertake, and agree:

- a. The facts set out in the preamble to this Agreement are true and correct and are incorporated into and form part of this Agreement.
- b. They have read and understood the Governing Documents and will comply with them.
- c. They will refresh their knowledge of the current Governing Documents by reference to the NCYC website at www.ncyc.ca at least once a year.
- d. Membership is conditional upon compliance with the Governing Documents.
- e. They will maintain their vessels, cradles, and moorings in strict compliance with the Governing Documents and undertake to follow and apply those provisions.
- f. If NCYC or any of its members suffer damages from a breach of any of the obligations of the Member(s), then the Member(s) might have to compensate NCYC and/or the other members for such damages.
- g. Failure to comply may result in discipline under Article 9.8 of the By-laws up to and including termination of membership.
- h. NCYC does not provide direct supervision over the conduct of others, including other members, and/or security of the Member(s) person or personal property brought to NCYC by the Member(s), nor does it directly supervise, regulate or control or attempt to directly supervise, regulate or control the movement of any person or persons or the movement, management or control of any boat or boats in the mooring field or boat storage and regardless of whether any such person has entered into an Agreement with NCYC.
- i. During the first two years of membership, such membership is probationary and may be terminated by the NCYC Management Committee [the "**MC**"] in its absolute discretion acting reasonably and not arbitrarily or capriciously.

3. Scope: It is **NOT** intended that this Agreement extend to members of the NCYC Management Committee in their official capacity, but it does apply to them in their general membership capacity.

4. Membership List: NCYC maintains a Membership List in Excel format on NCYC digital storage sites. The Membership List captures identifying information about each vessel and each member of the Club including the following:

- i. Family Name
- ii. Active Members
- iii. Phone Type
- iv. Phone Number
- v. Membership #
- vi. Membership Class
- vii. Votes
- viii. Address
- ix. Email Address
- x. Vessel Name
- xi. Vessel Model
- xii. Mooring
- xiii. Reeving

- xiv. Insurance Renewal Date
- xv. Mooring Inspection Date
- xvi. Membership Start Date
- xvii. Membership End Date
- xviii. Current Member ?
- xix. Good Standing

- b. The Member(s) expressly consent to the capture and retention and storage of the Membership List information during the tenure of their membership and thereafter for so long as considered necessary for NCYC historical archive data purposes.
 - c. The Member(s) further undertake, in accordance with the By-laws [See 9.4] to advise the NCYC Secretary of any errors or changes to the information referable to their membership – and especially contact information so that the Membership List remains as current as possible.
 - d. The Member(s) consent to circulation of the Membership List to fellow members.
 - e. The Member(s) consent to accept information or documents by electronic means and specifically by email addressed to the email address on the NCYC Membership List.
5. **Waiver:** Any vessel brought to NCYC by the Member(s) shall be deemed to be in the possession of the Member(s) notwithstanding that NCYC may move or otherwise handle the vessel and any and all such moving or handling shall be deemed not to take the vessel out of the possession of the Member(s) save and except for:
- a. Seizure of the vessel for non-payment of storage or other fees;
 - b. Gross negligence by NCYC.
6. **Termination:** Any party may terminate this Agreement in accordance with the provisions of the Governing Documents.
7. **Counterparts:** This Agreement may be signed in “counterparts”, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be exchanged by electronic means (e.g., PDF; email), all of which shall be binding.

Signed by each party of the date set out below:
Member(s):

On behalf of NCYC:

 Sign above and Print Member(s) Name(s) below:

 Sign above and Print Name below:

Date of Signing: _____

Date of Signing: _____