

Compound Space Allocation and Lift 2019 Waiver & Release Agreement

Lift out Dates: Thursday, Oct. 3th and Friday, Oct. 4th

ALL Measurements in FEET & INCHES POUNDS, & TONS ONLY (Please Print)

Owner's Name: _____, Telephone: _____

Cell: _____

Boat Name: _____ L.O.A.: _____ ft. _____ in, Beam: _____ ft _____ in, Displ. (lbs) _____
(Max. 10 tons actual)

Boat Make: _____ (i.e. C&C 30) \$2 Million Liability Ins: **(REQUIRED)**

Insurance Policy #: _____

Company: _____ **Expiry Date:** yyyy _____ mm _____ dd _____

In consideration of the acceptance by Burlington Sailing & Boating Club of my application and vessel footprint charge payment and the agreement of the BS&BC (hereinafter referred to as "BS&BC") to allot storage space for my vessel in the storage compound and to assist club members and other users of the compound to organize in a cooperative effort to lift out (and subsequently lift in again at the completion of the storage period) my vessel together with others for storage. I agree to abide by the regulations of the club governing the use of the compound, including my participation in cooperative work shifts required as part of the cooperative lift-out/lift-in arrangement.

I acknowledge and agree that no relationship of bailor and bailee shall be created hereby and that the vessel footprint charge is paid for use of space over which my vessel will be placed subject to such terms and in such manner and subject to such rules and regulations as BS&BC shall in its sole and unfettered discretion from time to time determine and such charge shall not be considered to be a storage fee or charge paid for storage of my vessel.

I acknowledge that the lift-in and lift-out of my vessel is part of a cooperative work sharing effort of club members and other persons who are participating to assist me with the lift-out/lift-in of my vessel as unpaid volunteers. I understand that those persons participating in the said lift-out/lift-in come from every walk of life and have no special boatyard skills and may be inexperienced in boat lifting and cradling activities or may have no experience at all. I understand that because work will take place in close proximity to very cold water and because of the weight and size of the vessels, cradles and equipment used, any accident or mishandling of a vessel, cradle, equipment or vehicle used in transporting them could result in catastrophic damage and/or serious bodily injury and/or death.

I agree that the City of Burlington, the City of Hamilton, the Hamilton Port Authority, the LaSalle Park Marina, the BS&BC and its officers, directors, members, subcontractors, cooperative volunteer workers shall not be liable for damages, loss or injury sustained by me including damages for personal injury, death, or damage to or loss or destruction of personal property, howsoever caused during any part of the lifting, cradling or storage of my, or any, vessel even if it arises by reason of negligence or gross negligence and I hereby assign and release unto the BS&BC all such claims and causes of action that I may now have or as may in the future arise against City of Burlington, the City of Hamilton, the Hamilton Port Authority, and the LaSalle Park Marina, LaSalle Park Marina Association or BS&BC or its officers, directors, members, subcontractors, cooperative volunteer workers and employees and I hereby:

1. covenant to indemnify the said parties for all costs, damages and expenses arising from any such action or cause of action; and
2. waive all such actions and causes of action; and
3. agree not to bring or assert any such action or cause of action without the express written consent of BS&BC.

Regulations and Conditions:

- A) All Boats must maintain **MINIMUM INSURANCE of \$2 MILLION 3RD PARTY COVERAGE**
- B) The lift and mast hoist is available solely to members of the Burlington Sailing and Boating Club.
- C) Maximum size accommodated is 37.5 feet by 10 Tons. The owner guarantees that their boat falls within these limits. Exceptions are subject to review by the Director of Infrastructure.
- D) *Please provide quantity of four (4), 15 ft. long lines for control of the boat during the lift. Boats over 27 feet provide 20 ft. lines*
- E) Follow all safety and environmental guidelines.
- F) Clean up any garbage or mess created by the process.
- G) Follow the direction of the designated lift director.
- H) The boat's owner must work (unpaid) his/her assigned work shift in full as a condition of lifting and must be in attendance 3 hours before its scheduled lift. Owners failing to work their full shift may forfeit their right of first refusal to store in the compound at the discretion of the lifting committee.
- I) You will wear appropriate personal protective equipment (CSA approved hardhat, safety boots/safety shoes, work gloves, and life jacket for those working by the water). Without your personal protective equipment your boat will not be lifted.
- J) Boats must be ready to lift when their turn comes. If an owner or their designate is absent during Lift-in (Spring) the boat will be lifted out of the Compound and placed aside on land on the Pier - that lift time will be surcharged to the owner as a separate lift at the

crane's per hour rate or fraction thereof. If the crane is still present a 2nd lift may take place. At Lift-Out their boat will not be lifted. Owners' boat must lift when scheduled or when so directed by the Lift Director.

- K) Ladders or workbenches will be chained and locked to the cradle when not in use. Stern ladders will be secured in the up position or removed.
- a) All Flares, matches, lighters, torches, portable fuel tanks, butane, propane, CNG, alcohol or other Flammable liquids (acetone, paints, solvents etc) must be removed from the boat prior to the lift into the compound and shall not be stored onboard while in the compound.
- L) Shore power shall not be connected to the boat while stored in the Compound unless someone is present.
- a) Engine oil, antifreeze and batteries shall be disposed of, off site, and will neither be allowed to drain onto the ground nor abandoned in the compound or parking lot or Johnny's on the Spot. Garbage must be disposed of immediately and properly.
- M) The access gate must be locked upon entering and leaving the compound to maintain security.
- N) The Club's Environmental and any other Guidelines or Policy the Board sees fit to issue shall be followed, as posted.
- O) Please be out of the compound before 8 p.m. each evening.
- P) Do not move or adjust anyone else 's property without their permission.
- Q) Cradle, mast, and ladders etc. will remain clearly identified. DO NOT stack climb, stand or sit on masts stored in the racks.
- R) Owner to whom space has been allocated for storage of his/her boat and cancels may forfeit all or part of his/her storage fee at the discretion of the lifting committee.

FEE SCHEDULE

- 1. Lift and launch to compound is **\$525 + \$1.35 per sq. ft.** Fee includes one lift-out to cradle & one lift for lift-in. Vessel foot print charge, bottom wash and mast rack charge are included. Calculations are done on the attached Excel Worksheet or found on the website at: www.burlbay.com/
- 2. If you are only storing your mast the charge is **\$70.80 + HST = \$80.00**
- 3. Cradle storage charge . Includes transportation to and from the offsite storage area. **\$60.00 + HST = \$67.80**

Total cost from the worksheet: \$ _____.

+ Cradle Storage \$ _____.

= Total Storage cost \$ _____.

+ HST (total above x 0.13) \$ _____.

TOTAL TO SUBMIT BY CHEQUE..... \$ _____.

COMPLETION OF THIS FORM ALONG WITH FULL PAYMENT IS REQUIRED BEFORE THE LIFT

I acknowledge that I have read, understand and accept the terms and conditions of this agreement.

Owner's Signature: _____ , Date: _____ , 2019.

Approved & Accepted by BS&BC: _____ Date: _____ , 2019.

Send or deliver this completed form, before Thursday, August 16th along with a cheque post-dated October 1st, 2019 payable to BS&BC.

After August 16th, space will be assigned on a first come first served basis.

**Send to: Don Bingley
1299 Janina Blvd
Burlington L7P 1K2**

BS&BC WINTER SPACE WORK SHEET

PLEASE USE THE EXCEL WORKSHEET IF POSSIBLE AND MAKE SURE YOUR BOAT DIMENSIONS ARE CORRECT AND INCLUDE ALL OVERHANGS.

Name (owner): _____ My Boat is a _____ Model _____
e.g. Catalina 33

NOTE It is important to know the **real length and beam** of your boat in order to be able to plan an accurate compound layout. Please include the whole length, including protrusions of anchors, davits, swim platforms, motors, and masts. If it is found during haul out that real measurements have not been used, the data will be verified and an additional billing will be made.

Boat Calculations or USE EXCEL SHEET

Length = _____ ft _____ inches inches ÷ 12: _____ Decimal Length (e.g. 29.75 ft.) _____
 Width = _____ ft _____ inches inches ÷ 12: _____ Decimal Width (e.g. 8.25 ft): _____
 Area = length _____ x width _____ = total area _____ sq. ft.

Cost Calculation: Fixed Cost of \$525 **plus** an area cost based on ft².

Cost of crane liftout (Fall) and liftin (Spring)		\$525.00	
Cost per sq. ft. = \$1.35	x _____ sq. ft. =	Area Cost	\$ _____
Cradle Storage & Bottom Wash	ADD \$60.00	=	\$ _____
Total Cost	\$ _____ + HST	\$ _____ =	<u>TOTAL OWED</u> \$ _____

Please attach this sheet to your "Application for BS&BC Winter Storage" form or preferably the Excel sheet you can download from http://burlbay.com/pdf_files/2019_storage_worksheet.xls

Sample: My boat is C&C 25 Mk II

Length – 25' 2" = 25.17 feet (2"/12 = 0.17ft) Beam = 8' 8" = 8.67 ft. (8"/12 = 0.67ft)
 Total Area = 25.17 x 8.67 = 218.11 sq ft.

Storage Cost = \$525 + (218.11 x 1.35) = \$ 819.45

Add cradle storage		\$60.00	
Total		\$879.45	
HST		\$114.33	
Submit by Cheque		\$993.78	

Please use the Excel Sheet for accuracy and convenience. Include it with your submission !

GUIDELINES

- Compound access between dusk and dawn will require clearance from Security Company. Call the HARP 24 hour line at 905-827-6655 to do this.
 - Ladders and workbenches must be chained and locked securely when not in use, such that they may not be used to gain access to any boat.
 - All personal items must be removed from the compound immediately following lift-in. Anything left behind may be disposed of during the following week by the Compound Committee.
 - Each fall, masts must not be moved into the compound until two weeks before lift-out unless special permission is obtained through the Compound Committee and then, must be placed on a perimeter storage rack, such that summer users are not impeded in any way.
 - Each spring, masts must be removed during the two weeks after lift-in to provide summer users with maximum access. If delays develop, solicit guidance from facilities as soon as possible.
- All owners must maintain \$2 million liability insurance while the boat is in the compound. □ Winter storage applications must be received on or before Thursday, **AUGUST 16, 2019**.
- All applicants must be BSBC Members in good standing on **AUGUST 16, 2019**.
- All application must be accompanied by a cheque, post-dated to October 1st, 2019 for the full amount of your winter storage fees.
 - For new applicants, the maximum boat size is 37.5 ft. LOA x 12 ft. with a maximum total gross weight of 20,000 lbs.
 - Existing paid tenants of the compound have right of first refusal.
- On or before Tuesday September 3 the Facilities Director will notify all owners of the acceptance or rejection of their application. All boat owners who were not able to be accommodated will have their cheques returned immediately.
- *BSBC will provide a 1 year grace period to senior members who have maintained their BSBC Membership, that wish to return to the compound providing there is adequate space.*
- A BS&BC Member who was in the compound last year, and who purchases a larger boat, will be placed on the waiting list behind all returning applicants with the same size boat, providing the new boat meets compound size restrictions
- All new applicants will be accepted on a first come first served basis, by boat size as storage space is limited.
- All tenants of the compound must work one shift during lift-out and lift-in; these hours are independent of the BS&BC volunteer hours, and only the owners of the boat can work these hours. Due to OHSA & WSIB requirements, you must wear appropriate personal protective equipment (CSA approved hardhat, safety boots/ safety shoes, work gloves, and life jacket for those working by the water).
- Non-returning tenants of winter storage will be responsible for removing their cradle from the pier within 48 hours of the completion of lift-in.

COMPOUND SAFETY REQUIREMENTS.

1. All Flares, matches, lighters, torches, portable fuel tanks, butane, propane, CNG, alcohol or other Flammable liquids (acetone, paints, solvents etc) must be removed from the boat prior to the lift into the compound and shall not be stored onboard while in the Compound.
2. Shore power shall not be connected to the boat while stored in the Compound unless someone is present.
3. Engine oil, antifreeze and batteries shall be disposed of off- site, and will neither be allowed to drain onto the ground nor abandoned in the compound or parking lot or portable toilets. Garbage must be disposed of immediately and properly.
4. The access gate must be locked upon entering and leaving the compound to maintain security.
5. The Club's Environmental and any other Guidelines or Policy the Board sees fit to issue shall be followed, as posted.
6. It is forbidden to move or adjust anyone else's property without their permission.
7. Cradle, mast, and ladders etc must be clearly identified with the owner's name and/or the boat's name.
8. DO NOT stack, climb, stand, or sit on masts stored in the racks.
9. **TAKE ANY AND ALL GARBAGE CREATED WHILE IN THE COMPOUND HOME FOR DISPOSAL.**