



PORT CREDIT YACHT CLUB MEMBERSHIP APPLICATION

115 Lakefront Promenade, Mississauga, ON Canada L5E 3G6

Tel: 905 278 5578

www.PCYC.net

Fax: 905 278 2519

Please print clearly and answer the applicable questions:

I hereby apply for membership in the Port Credit Yacht Club.

Class of Membership: Senior Associate Associate/Drysail Intermediate
(please check)
 Non-Resident Junior Student Corporate

To: The Secretary, Port Credit Yacht Club

I, (Mr. /Mrs./ Ms./ Miss./ Dr.) _____, hereby apply for

Surname

Given Name

membership of the Port Credit Yacht Club. If my application is accepted, I hereby agree to abide by the Charter, By-laws, Rules and Regulations passed by said Club at any time I am a member thereof and pay all Fees and Assessments set by the Club in a timely manner. I also understand that privileges of the Club will not be available to me until I receive notice from the Club Secretary of the acceptance of my application, and if not accepted any monies attached hereto will be returned to me promptly.

Home Address _____

City _____ Postal Code _____

Home Phone (____) _____ Business Phone (____) _____ ext. _____

Cell Phone (____) _____ E-Mail _____

Company Name _____ Profession _____

License plate _____ Date of Birth _____ (MM-DD-YYYY)

Previous Address _____

(If changed in the last five years)

I consent to and accept this as written notice of the intention of the Port Credit Yacht Club to obtain such factual and investigative information as permitted by law, pertaining to my credit background and subsequent credit experience, if applicable, and to retain such information for Port Credit Yacht Club's confidential use.

Applicant Signature _____ Date signed _____

Commercial vessels and activities are strictly prohibited from PCYC.

Membership Application (page 2)

Spouse and Family Details

Name _____ Date of Birth _____ (MM-DD-YYYY)

Business Phone (____) _____ ext. _____ Cell Phone (____) _____

Profession: _____ E-Mail _____ License plate _____

Number of Children Under 11 _____ Number of Children age 11 to 18 _____

Photo Opt Out:

If you are electing to OPT OUT, please check the box below. **Please also attach a recent photo of you and listed family.**

Please use this form ONLY if you want PCYC to make all reasonable efforts to EXCLUDE images of you and your family listed below from photos, videos and recordings used for marketing, communications, and public relations purposes.

Date: _____

I want PCYC to make all reasonable efforts to EXCLUDE images of me and my family members listed below from photos, videos and recordings for marketing, communications, and public relations purposes. Please include the birthdate of minors (under 18):

Name: _____ Signature: (if over 18): _____

Name: _____ Signature: _____

Name: _____ Signature: _____

Name: _____ Signature: _____

Junior Membership Applicants only To be completed by the Parent or Guardian of all Junior membership applicants.

I hereby guarantee payment of accounts incurred by the applicant while a Junior member of Port Credit Yacht Club

Signature _____ Date _____

Name _____ Membership Number _____
Please Print If applicable

Proposer and Seconder

We, the undersigned, as members of the Port Credit Yacht Club, are personally acquainted with the applicant and recommend him/her for admission to membership.

Proposer _____ Membership Number _____

Signature _____ Date _____

Seconder _____ Membership Number _____

Signature _____ Date _____

Note: Only Senior and Associate members in good standing may act as Proposers and Seconders and at least one of them must be a Senior Member. The Proposer shall submit a letter in support of the application to the Secretary.

Membership Application (page 3)

Please indicate below any previous Sailing/Boating experience you may have, including any formal training, such as completion of The Canadian Power and Sail Squadron Course or The Canadian Yachting Association Training Programs.

What are your anticipated uses of Port Credit Yacht Club; for example Family, Social, Business, Crewing, Racing or any other?

Please provide us with any Boat Ownership information. Past, Present or Future.

How did you hear about PCYC? (Circle one) Internet PCYC Member Boat Broker Boat Show Open House

Other _____

Do you anticipate being able to contribute/volunteer (non-monetarily) to the activities of Port Credit Yacht Club?

Please provide details, if any, of other past or present Club memberships

Account Payments:

Visa MasterCard Credit Card Number _____ Expiry Date _____

Pre-Authorized Debit (NOTE: PAD's are withdrawn on the 15th of each month for the prior month's charges)

I agree that all charges on my Port Credit Yacht Club account will be settled by Pre-Authorized Debit. **Complete the attached PAD Agreement and include a Void Cheque.** If no PAD is set up, and no alternate payment is received **BEFORE** the last day of each month, my credit card on file will be charged automatically (including a 2.4% surcharge). I also agree to inform Port Credit Yacht Club immediately of any changes to the above information.

Alternatively, should I choose to settle my account by Cheque, Debit, Online Banking, or E-Transfer, I understand this payment must be **received** before the last day of each month, or payment will be processed to my credit card on file. Please Note: A \$25.00 charge will be incurred for any credit card decline, non-sufficient funds and returned cheques.

If this application is accepted, I agree to pay all Dues, Fees, and charges for services and accounts rendered by the Club as per the above. I understand that interest will be charged on overdue accounts. (18% annually)

Applicant (s) signature

Date Signed

Gate Security Card and Chit System Registration

I hereby authorize that my Spouse receives a Gate Security FOB and sign Club chits. I agree to be responsible for all charges made by my spouse unless I notify the Club in writing to the contrary.

All persons using the premises and facilities of the Port Credit Yacht Club do so at their own risk. The Club shall not be liable for any personal injury, death, loss of property damage or any costs whatsoever in any way resulting from such use, whether or not caused by the negligence of the Club, its employees, members or guests.

Club membership does not necessarily include accommodation for a Yacht

Membership Application (page 4)

The applicant acknowledges the following:

Please initial: _____

- Membership Year/ January 1 to December 31
- Gate FOB Required
- Minimum monthly Food & Beverage requirement: \$90.00 before taxes
- A new member welcome will be arranged.
- Meeting arranged by a representative from the PCYC Membership Committee (Senior & Associate Members)
- The applicant acknowledges that any commercial use of their vessel is strictly prohibited, irrespective of the location of such use, without prior written permission of the Board of Directors. Any unauthorized commercial use may result in the termination of your membership. As part of this application, all applicants are required to disclose any potential use of their vessel that may be considered commercial use.**

Application checklist to be completed by you, the Applicant:

The application process has several easy steps.

- I hereby verify that all information contained in this application is true and accurate.
- Payment of the Initiation Fee, Annual Membership Dues & Capital Fee
- A letter of introduction from your Proposer
- A letter of reference from your bank or financial institution (if you do not have a Proposer & Seconder)
- Copy of Driver's License
- Boat owners, please complete & submit an Owners Agreement Form, Yacht Questionnaire, recent photo of boat and a copy of your insurance.
- PCYC Annual Membership Agreement
- VOID Cheque

Thank you for choosing to become a member of the Port Credit Yacht Club.

PORT CREDIT YACHT CLUB

115 Lakefront Promenade
Mississauga, ON, Canada
L5E 3G6

CONTACT: 905-278-5578
905-278-7911 ext 224

Main Reception
Membership Inquiries, Suzette Newton
Email: snewton@pcyc.net

FAX: 905-278-2519

WEBSITE: www.pcy.net

Commercial vessels and activities are strictly prohibited from PCYC.

Member # _____
Name _____

PCYC Annual Membership Agreement

Introduction

This Annual Membership Agreement consists of three parts, each of which plays an essential role in the successful functioning of Port Credit Yacht Club ("PCYC"):

1. **Agreement with the Waiver of Liability and Hold Harmless clause:** This part of the Agreement protects PCYC and its volunteers by waiving them from liability and indemnifying and holding them harmless from claims or actions brought or caused by me, people claiming under me, and certain third parties. This is standard language used to protect a business by requiring its customers to hold the business harmless in the conducting of that business and incidental activities.
2. **Agreement to Provide Proof of Insurance:** This part of the Agreement protects each individual member by requiring them to carry adequate insurance should anything happen for which they are liable. This helps make members accountable to each other and PCYC.
3. **Agreement to Abide by the Bylaws, Regulations, and Policies:** This part of the Agreement requires all members and their guests to abide by our bylaws, regulations, and policies of the Club. These are the guiding principles on how the club functions and how the membership engages with one another.

Each PCYC Member, is required to fill out this Annual Membership Agreement each year. In the case of a Joint Membership, both members will sign one agreement. This will be kept in your member file and a copy will be emailed to you for your records.

By signing the document, I, _____
agree to the following regarding my membership, at Port Credit Yacht Club:

1. Agreement with the Waiver of Liability and Hold Harmless Clause

By signing this agreement, I waive certain legal rights, including the right to sue for damages. Please read carefully.

1.1 I am aware that participation in the activities of the Port Credit Yacht Club ("the Club"), and the use of the Club's premises and facilities including, but not limited to, the clubhouse, adjacent decks and staircases, parking areas, boats, boat storage areas, docks, boat launching facilities, equipment, cranes, workshop and mooring field ("the Facilities"), may

involve certain risks, dangers, and hazards to me, including property damage, bodily injury or death ("Loss").

I accept the above section.

1.2 I am aware that Loss may arise from a variety of causes, including, but not limited to, boating, boarding, and disembarking from boats, walking on, or falling from docks, decks, patios and stairs, failure, or misuse of equipment, engaging in volunteer activities, participating in any physical or sporting activities on the premises, or any other activity on PCYC's premises or organized off-site by PCYC.

I accept the above section.

1.3 I am aware that Loss may be caused or contributed to by negligence of the Club or its staff, its members, other users of watercraft, trespassers, or persons participating the activities and using the Facilities of the Club, and myself. I understand that negligence may take a wide variety of forms, including failure to inspect, maintain or repair, failure to observe a hazard or take reasonable steps to eliminate it, failure to warn, failure to instruct or supervise, failure to follow proper procedures, failure to follow or enforce rules, or negligent entrustment. I freely accept and fully assume all such risks, dangers, and hazards, and any Loss resulting therefrom.

I accept the above section.

1.4 IN CONSIDERATION of the Club allowing me to participate in its activities and providing me with access to its Facilities, I HEREBY AGREE on my own behalf and on behalf of my heirs, executors, administrators, successors, assigns, insurers or any person claiming through me ("the Releasers"), TO RELEASE AND FOREVER DISCHARGE the Club, its directors, officers, members, employees, agents, representatives, insurers and volunteers or their executors or assigns ("the Releasees") from ANY AND ALL actions, causes of actions, claims, damages, liabilities, demands, suits, judgments, penalties, or other sanctions ("Claims") for Loss that the Releasers have or may in the future have against the Releasees as a result of or in connection with my participation in the activities or my use of or presence upon the Facilities of the Club due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care.

I HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS the Releasees for any Claims for such Loss as suffered by me as further set out in paragraph 1.1 above, brought against them by any other party, except where such claims, losses, damages, costs, expenses and other liabilities are directly caused by PCYC, its directors, officers, employees, contractors or agents as a result of the gross negligence or willful misconduct of PCYC, its directors, officers, agents, contractors or employees.

In any event, the Releasors shall not be liable for incidental, indirect or consequential damages.

I accept the above section.

1.5 Although I have accepted each paragraph above separately, I understand that they are to be read collectively as one single agreement. Notwithstanding the foregoing, if a court of competent jurisdiction declares any of the provisions in this agreement to be contrary to law, I agree that the rest of the provisions shall continue to apply. In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort or otherwise) based upon, arising out of, or relating to this Agreement shall be governed by, and construed in accordance with the laws of the province of Ontario, without giving effect to any choice or conflict of law provision or rule. The courts of the Province of Ontario in the City of Brampton shall have jurisdiction to entertain any claim arising under this Agreement. I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I MAY HAVE, INCLUDING THE RIGHT TO RECOVER DAMAGES IN A COURT ACTION AGAINST THE RELEASEES.

I have read the above Waiver of Liability and Hold Harmless clause and accept its terms.

2. Agreement to Provide Proof of Insurance

If you are a senior member with a boat at Port Credit Yacht Club, you are required to provide a copy of insurance for the upcoming boating season, and that this insurance carries a minimum of \$2,000,000.00 liability clause. This copy of your insurance must be provided on or before January 1st (you may have already provided it for haul out; this is sufficient). If the expiry date of your insurance takes place during this year, you are required to provide an updated copy of

insurance with the new expiry date. This must be provided prior to the expiry date of the original policy. Failure to do so may result in a temporary suspension of membership and being referred to the Board of Directors for further action.

As a member **with a boat**, I agree with the requirement for this insurance and will provide a copy by the required date. Further, I agree to provide an updated copy of insurance prior to the expiry date of my original policy.

As a member **without a boat**, I do not need to provide proof of insurance.

3. Agreement to Abide by PCYC Bylaws, Regulations, and Policies

PCYC bylaws, regulations and policies are available online. Log into the PCYC website as a member and go to the "Governance" tab (<https://pcyc.net/Index.cfm?ID=1302>).

As a member of PCYC, you are required to read these bylaws, regulations, and policies, and you agree to abide by them, and conduct yourself accordingly as a member of PCYC. You also agree that these govern your guests (including family, invitees, agents, and contractors), and you will be held accountable for any breaches by them.

I have read PCYC's bylaws, regulations, and policies, and I agree to abide by them, and conduct myself accordingly as a member of PCYC.

I AGREE THAT I HAVE HAD A SUFFICIENT OPPORTUNITY TO REVIEW THIS AGREEMENT, HAD THE OPPORTUNITY TO SEEK LEGAL ADVICE REGARDING THE CONTENTS OF THIS AGREEMENT, AND AM SIGNING THIS AGREEMENT VOLUNTARILY.

Member Signature: _____ Date: _____

Personal Pre-Authorized Debit Plan
 Authorization of the Payor to the Payee to Direct Debit an Account

Instructions:

1. Please complete all sections in order to instruct your financial institution to make payments directly from your account.
2. Please see the Terms and Conditions on the reverse of this document.
3. Return the completed form with a blank cheque marked "VOID" to the Payee at the address noted below.
4. If you have any questions, please write or call the Payee.

Payor Information (please type or print clearly)

Payor Name _____

Payor Name _____

Address _____

Address _____

(_____) _____
 Telephone No.

(_____) _____
 Telephone No.

Signature _____
 Date

DD	MM	YYYY
----	----	------

Signature _____
 Date

DD	MM	YYYY
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Payor Financial Institution/Banking Information (please type or print clearly)

Branch No. _____ Institution No. _____ Account No. _____

Line of Credit Account Number _____

Name of Financial Institution _____

Branch _____

Branch Address _____

City/Province _____ Postal Code _____

Payee Information (please type or print clearly)

Port Credit Yacht Club (PCYC)
 Payee Name(s) _____

115 Lakefront Promenade _____ Mississauga ON _____ L5E 3G6
 Address _____ City/Province _____ Postal Code _____

(905) 278-7911 _____ DD MM YYYY _____ Member Account _____ DD MM YYYY _____
 Telephone No. _____ Date _____ Reference # or Account # _____ Service or Utility _____ Start Date _____

Payment Information

Please specify whether the payment is a: (Please check one) <input type="checkbox"/> Fixed Amount: (Please specify) _____ <input checked="" type="checkbox"/> Variable Amount: If variable, please specify whether there is a maximum amount, or indicate N/A if there is no maximum Amount: _____	Occurring at: (Please check one) <input checked="" type="checkbox"/> Set Intervals: Please specify the timing (i.e. weekly, bi-weekly, monthly) 15th of each month for prior month chgs <input type="checkbox"/> Sporadic Intervals:	Are top-ups or adjustments permissible? (Please check one) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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PAYOR'S PAD AGREEMENT
Personal Pre-Authorized Debit Plan
Terms & Conditions

1. In this Agreement, "I", "me" and "my" refers to each Account Holder who signs below.
2. I agree to Bank of Montreal and any successor or assign of the Bank (the "Bank") debiting my account indicated on the reverse (the "Account") for personal/household or consumer purposes and I authorize the Payee indicated on the reverse and any successor or assign of the Payee to draw a debit in paper, electronic or other form, including any top-ups or adjustments, for the purpose of making payment for consumer goods or services (a "Personal PAD"), on my Account at the financial institution indicated on the reverse (the "Financial Institution") and I authorize the Financial Institution to honour and pay such debits. This Agreement and my authorization are provided for the benefit of the Payee and my Financial Institution and are provided in consideration of my Financial Institution agreeing to process debits against my Account in accordance with the Rules of the Canadian Payments Association. I agree that any direction I may provide to draw a Personal PAD, and any Personal PAD drawn in accordance with this Agreement, shall be binding on me as if signed by me, and, in the case of paper debits, as if they were cheques signed by me.
3. **If the amount that I am required to pay under my agreement with the Payee changes, this authorization will continue to apply.** I may revoke authorization at any time, subject to providing notice to the Bank; this authority is to remain in effect until the Bank has received written notification from me of its change or termination. This notification must be received at least 30 days before the next debit is scheduled at any branch of the Bank of Montreal. I may obtain a sample PAD cancellation form or more information on my right to cancel a PAD Agreement at any branch of my financial institution or by visiting www.cdnipay.ca.
This authorization applies only to the method of payment and I agree that cancellation of this authorization does not terminate or otherwise have any effect on any contract that exists between me and the Bank.
4. I agree that my Financial Institution is not required to verify that any Personal PAD has been drawn in accordance with this Agreement, including the amount, frequency and fulfillment of any purpose of any Personal PAD.
5. I agree that delivery of this Agreement to the Payee constitutes delivery by me to my Financial Institution. I agree that the Payee may deliver this Agreement to the Payee's financial institution and agree to the disclosure of any personal information which may be contained in this Agreement to such financial institution.
6. (a) I understand that with respect to:
 - (i) fixed amount Personal PADs occurring at set intervals, I shall receive written notice from the Payee of the amount to be debited and the due date(s) of debiting, at least ten (10) calendar days before the due date of the first Personal PAD, and such notice shall be received every time there is a change in the amount or payment date(s);
 - (ii) variable amount Personal PADs occurring at set intervals, I shall receive written notice from the Payee of the amount to be debited and the due date(s) of debiting, at least ten (10) calendar days before the due date of every Personal PAD; and
 - (iii) fixed amount and variable amount Personal PADs occurring at set intervals, where the Personal PAD Plan provides for a change in the amount of such fixed and variable amount PADs as a result of my direct action (such as, but not limited to, a telephone instruction) requesting the Payee to change the amount of a PAD, no pre-notification of such changes is required.

Delete either 6(a) or 6(b) as applicable

- OR -

- (b) I agree to waive the pre-notification requirements in section 6(a) of this Agreement.

If Payor agrees to waive pre-notification, Payor must sign where indicated

Signature of Payor

7. I agree that with respect to Personal PADs, where the payment frequency is sporadic, a password or secret code or other signature equivalent will be issued and shall constitute valid authorization for the Payee or its agent to debit my account.
8. I certify that all information provided with respect to the Account is accurate and I agree to inform the Payee, in writing, of any change in the Account information provided in this Agreement at least ten (10) business days prior to the next due date of a Personal PAD. In the event of any such change, this Agreement shall continue in respect of any new account to be used for Personal PADs.
9. I warrant and guarantee that all persons whose signatures are required to sign on the Account have signed this Agreement below. In addition I warrant and guarantee, where applicable, that I have the authority to electronically agree to commit to this Agreement by secure electronic signature and that my secure electronic signature conforms with the requirements of Rule H1.
10. I acknowledge receipt of a copy of this Authorization.
11. Applicable to the Province of Quebec only: It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.
12. I have certain recourse rights if any debit does not comply with this PAD Agreement. For example, I have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement.

To obtain more information on your recourse rights, contact any Branch of the Bank of Montreal or visit www.cdnipay.ca.

I have full responsibility to complete this form along with the payee.

I acknowledge that Bank of Montreal has no responsibility to complete this form, and understand that this pre-authorized debit form may not be processed by the payee or the payee's financial institution if all sections are not completed correctly.