

EYC Rental Program Policies

Mission

To provide safe, enriching, and affordable sailing and paddle opportunities to EYC members and Reyburn Sailing School participants.

Values

- Promote the development of water sports
- Committed to providing a physically and emotionally safe environment for all of its participants
- Promote respect and appreciation for one's self, others, and the natural environment

Age Limitations

The rental program is applicable to those participants over 18 years of age due to legal representation and insurance requirements.

Minors may participate if properly sponsored and supported by an adult at the program's discretion.

Boundaries Area of Use

- Presque Ilse Bay
- Lagoons – limited to kayaks and paddle boards
- Private Marinas – discouraged/ traffic and potential property damage
- Landings – approved, paying full respect of laws and nature preserves.

INSURANCE- Assumption of Risk

Waiver must be properly completed prior to a rental period / reservation / subscription. The renter will assume all responsibility of themselves, passengers, and the vehicle. The renter also assumes responsibility for damage to other property.

A separate Release and liability waiver of claims will be contained within the rental agreement.

Renter Qualification / Knowledge

The renter must demonstrate their capacity to operate the rental safely and responsibly.

A separate process will test and document the experience, skill, and knowledge of the renter's boat operation. Tests will be commensurate with the selection of the boat to be rented.

Protocol for qualification of boat renters

Effective for 2020 season

For J-22's

1. Renter fills out resume and emails to DAdamowicz@erieyachtclub.org
2. Resume submitted to qualification sub-committee of rental committee
3. As needed, at least two members of the sub-committee review the resume and votes for qualification
4. If sailor is not qualified by time of reservation
 - a. The sailor will be given a resume to fill out and reviewed by Rental staff

- b. The J/22 Level 1 Certified Rental Attendant on duty will review the resume and can qualify sailor for the rental period
 - i. If the J/22 Attendant is not confident enough in resume, the Attendant may
 1. Take the sailor on a sea trial
 2. Call a member of the Qualification Committee
5. At the end of the 2020 season, the sub-committee will review the results of the process and revise as needed. This may include development of qualification criteria for future committees (or an individual) to use to simplify the process.

For kayaks and paddleboards

1. Renters will declare whether they are competent to handle the boat they are renting.
 - a. If yes – allow them to take the boat
 - b. If no – they watch a short video on operation and safety of the boat, and instructor reviews any questions they have

WEATHER- Forecast, Warnings

The Rental program reserves the right to delay, shorten or cancel the rental period due to weather or other safety concerns. Scheduling adjustments will be considered when unexpected conditions delay or shorten the rental period.

Consideration will be given to wind, waves, storms, lightning, and small craft advisories

DAWN / DUSK – daylight, our craft are not equipped for nighttime navigation.

Personal Floatation Devices's (Pfd / Life Jackets)

PFD's (rated type 3) must be worn at all times while on the dock or on the water. PFD's will be provided by the rental program. If the renter chooses to use their own PFD, it must meet the US Coastguard requirements of the wearer.

Close Toed Shoes

Closed toed shoes are recommended while participating in the EYC rental activities, including the boats and docks.

Safety

- Phone #'s
 - Coast guard (814) 838-2097
 - Clubhouse 814-453-4931
 - Lakeshore Towing (814) 453-6387
- Radio
 - Club will monitor channel 72
 - Emergency/Life Threatening: Channel 16
- WHISTLE / HORN

Weight Limit / Passenger Capacity

- J 22 – 800 lbs.

Smoking

Smoking is not permitted when preparing for and operating any of the rental program's fleet.

Alcohol / Controlled Substances / Under the Influence

Consuming alcohol is not permitted when operating any of the rental program's fleet. If the renter displays an appearance of being under the influence of alcohol or other substances, they will not be permitted to operate the vehicle and will forfeit their reservation without a refund.

- There are no alcoholic beverages permitted in the boat. EYC reserves the right to inspect any coolers, bags, or other containers belonging to the renter or any of the renter's passengers.

Pets

- There are no pets permitted in the boat

Unsafe / Hazardous Use

If at any time the EYC determines that renter or passengers have engaged in an unsafe or hazardous use of the boat, the EYC reserves the right to board and notify the renter that it is immediately terminating the rental. Upon termination, renter must return the boat to the designated docking immediately. If the rental is terminated for unsafe or hazardous use, renter will not be refunded any portion of the cost of the rental. The EYC shall determine, in its sole discretion, whether any behavior or activity is "unsafe or hazardous."

Reservation

- Advance Reservations Suggested
- Adjustments (Weather / Conditions)
- First Come / First Served

Cancellation Policy

To assure uniform treatment of all EYC Members a strict cancellation policy will be followed by the Rental Program.

- All reservations will be made via the on-line reservation service. No phone in service is available.
- Cancellations do not result in a refund, but rather your EYC member account will be charged in accordance with the following:

Cancellations at the direction of the Member will be as follows:

- Up to 72 hours in advance of scheduled rental: **no charge**
- 72 to 24 hours in advance of scheduled rental: **50% charge**
- Less than 24 hours in advance of scheduled rental: **100% charge**
- "No Shows" or "Late check ins": **100% charge**

Note: Member cancellations for "less than ideal weather" will be handled in accordance with the above schedule

Cancellations at the direction of EYC will be as follows:

- EYC reserves the right to cancel rentals due to inclement weather or unsafe conditions which may include but not limited to, small craft advisories, storm advisories, high winds, high waves, lightning, and rain: **no charge**
- Unforeseen equipment maintenance/outage: **no charge**

Rental Agreement

Waiver and terms and conditions must be completed in person at time of rental

Equipment Requirements

See the equipment checklist for pre/post use inspection

Rental Periods

We encourage the renter to arrive early for the checkout process so that they may Refer to fee schedule

Payment

All funds will be paid in advance. Damages will be made to the renters EYC account

Late Return

One additional rental period will be charged for a late return.

Damage / Loss

Directly the responsibility of the renter and their insurance.

Hold Harmless

EYC to be held harmless for the actions of the renter, embedded in the contractual language.

Use of Equipment

EYC Rental to apply only to the vessels listed in the rental offerings.

Visual Inspection

To be performed by EYC representative and renter simultaneously. Documented at beginning and end of rental period. All damages shall be documented at this time.

Emergency Contacts (Laminated Card in All Boats)

Emergency / Life Threatening

- Call 911 / local marine control
- Coastguard VHF Channel 16
- Lakeshore Towing: (814) 453-6387

Non- Emergency

- VHF Channel 16
 - Hail “Lakeshore Towing” or “Vessel Assist”

Water Support for Kayak and Paddleboard

- EYC Docks and Grounds

Pre / Post Rental Inspection

PRE-INSPECTION: The renter and Club must complete a pre-inspection of the vessel prior to the start of the rental. This inspection requires documentation of any existing damages, a safety walkthrough, and a signed agreement as to the rental period.

POST INSPECTION: The renter and the Club must complete a post-inspection following the rental period. During this inspection, both parties should identify any items missing from the boat, damages that occurred during the rental, and document the amount of fuel used. All incidents should be reported, however minor. This included, but is not limited to collisions, injuries, and damages to third party property.