

Date: April 29, 1999

**SUBJECT: Kitsilano Yacht Club - Licence Renewal**

## **RECOMMENDATION**

- A. THAT the Board renew the licence with the Kitsilano Yacht Club for five years commencing May 17, 1997 and ending May 16, 2002.**
- B. THAT the new licence reflect the changes described in this report.**

## **BACKGROUND**

The Kitsilano Yacht Club has been in operation since 1934, and has occupied the premises under a series of agreement, the last expiring in May of 1997.

The organization provides recreational and competitive sailing programs for its members. The Club is solely responsible for the operation and maintenance of the facilities to the Board's satisfaction. The Club is a non-profit society that offers a recreation service to the public on the Board's behalf, and like a number of other societies who have similar agreements with the Board, they pay a nominal rent of \$1.00 per year.

## **DISCUSSION**

The Club has proposed a number of substantive changes to the licence. These changes are described below. The underlined words are proposed changes, the deleted words are struck out.

- A. The Lessee intends to continue its policies of promoting, conducting and directing programs for:
  - (i) recreational sailing
  - (ii) sail and other boat training and instruction
  - (iii) seamanship and safety
  - (iv) sailing races
  - (v) other activities related to recreational and competitive sailing, and
  - (vi) as well as providing clubhouse and classroom facilities for sporting organizations and clubs ~~services for the Vancouver Hawks Field Hockey Club,~~ provided the sporting organizations and clubs Hawks support the objectives of the Lessee and abide by the rules and regulations and by-laws of the Lessee.

**Rationale:**

The Board has given permission to the Club to allow the Hawks Field Hockey Club to use their facilities for meeting and seminars. This agreement with the Hawks may end, but the club wishes to have the ability to engage in mutually beneficial agreements pertaining to the use of their facilities. The intent is to assist the Club in funding ongoing maintenance and management costs.

7. The Lessee covenants that the demised premises shall be used only for the purpose of maintaining a clubhouse and operating a club engaged in sailing activities provided that the premises shall not be used for commercial purposes except with the prior consent in writing of the General Manager. Without restricting the generality at the foregoing, the following activities shall be deemed to be “commercial.”
- (a) sale, rental or display of boats, equipment or other merchandise or services;
  - (b) meetings or conventions for groups which are not recreational sailing organizations and which are not non-profit organizations, except where such meeting or convention forms part of an activity to be attended principally by members and guests of the Club, in which case such groups, members and guests will not derive a profit from such meeting or convention in any way:
  - (c) dances, or other entertainment except where such dance or entertainment forms part of an activity to be attended principally by members and guests of the Club:

Sponsorship of races or other similar activity by a commercial organization will not be subject to the provisions of this section.

**Rationale:**

The proposed amendment will enable the Club to host the occasional seminar or wedding reception.

10. The Club shall establish membership fees, boat storage fees and other fees and charges for the use of the demised premises, provided that no fee or revised fee may be collected or charged unless done so in a professional and orderly manner consistent with the bylaws and rules of the Lessee at any given time, approved by the General Manager. Membership fees shall be approved by the General Manager, and further provided that the Club may raise funds for capital improvements by means of assessment of members or classed of members, such assessments also to be made and collected in a professional and orderly manner consistent with the bylaws and rules of the Lessor at any given time. to be approved by the General Manager.

**Rationale:**

This amendment will lift the requirement that the Club seek Board approval to set boat storage and membership fees.

11. Membership shall be open to members of the public but such membership may be

terminated or refused if the member fails or refuses to comply with the by-laws and reasonable rules and regulations established by the Club and the Club may, ~~subject to the approval of the General Manager~~ require that an applicant for membership establish that he or she has an interest in the activities of the Club. Membership may be limited in number having regard only for the limitations in space for club activities, boat storage and vehicle parking.

**Rationale:**

This change will delete the requirement of the General Manager's approval to deny someone membership in the Club. This is not practical and does not exist in any other Board leases.

17 The Lessee agrees that it will not:

- (a) carry out or cause to be carried out any exterior additions, renovations, alterations to the building
- (b) install any sign upon the exterior of the Building or on premises outside the Building, or.
- (c) construct or demolish any structure without the prior written consent of the General Manager who in giving such consent may attach whatever conditions, directions, stipulations or prohibitions or deadlines as is deemed appropriate.

**Rationale:**

This change will allow the Club to do minor redecorating of the clubhouse without having to seek Board approvals.

**CONCLUSION**

The Kitsilano Yacht Club has observed and performed the covenant and conditions in their current agreement, and deserve an operating licence for a further 5 years. The changes proposed reflect current Board practice and will assist the Club in its efforts to remain financially self supporting.

Prepared by:  
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