

WIND ATHLETES CANADA BOAT DONATION POLICY

Introduction

Wind Athletes Canada (WAC), as a Registered Canadian Amateur Athletic Association (RCAAA), is committed to promoting and supporting amateur sailing in Canada. In pursuit of this mission, WAC accepts donations of boats, which may be deployed for training, competition, or fundraising. However, all donations and subsequent actions must comply with Canadian charity law, particularly the requirements of the Income Tax Act (ITA) and CRA guidelines governing charitable donations.

Policy Objectives

This policy sets out the terms and conditions under which WAC will accept boat donations. It ensures that all donations are made without conditions that could jeopardize WAC's charitable status and outlines how donated assets will be managed in accordance with WAC's purpose of promoting amateur athletics.

1. Donation Eligibility

- WAC will **only accept donations of boats that further its charitable objectives**, specifically supporting amateur sailors, promoting competitive sailing, and raising funds for these purposes.
- WAC **will not accept donations subject to any condition, express or implied**, that the boat be transferred to a specific individual, club, or other third party. This prohibition is in line with paragraph 168(1)(f) of the ITA, which mandates that RCAAs cannot make gifts conditional on passing those assets to a third party.
- Donations are accepted solely at the discretion of WAC, and WAC reserves the right to decline any donation that does not align with its mission or would impose excessive financial or logistical burdens.

2. Donation Process

Before accepting any boat donation, WAC will follow this process:

- **Needs Assessment:** WAC will first determine if the boat can be used in furtherance of its objectives. The decision may involve placing the boat with an athlete, leasing it to a club, or selling it to generate funds.
- **Valuation:** Donors must provide a credible valuation of the boat, preferably from a qualified marine surveyor. The valuation must reflect fair market value, and WAC retains the right to reject or seek a second opinion on any provided valuation.
- **Donation Acknowledgment:** The donor must submit a written declaration of intent to donate, which must include the boat's valuation and a clear statement that no conditions are attached to the donation.
- **Tax Receipts:** Once the donation is accepted, WAC will issue an official donation tax receipt based on the boat's fair market value, as per CRA guidelines.

3. Legal Compliance

- All donations and any subsequent use of donated boats must comply with applicable federal and provincial laws, including the Canada Not-for-Profit Corporations Act (CNCA) and the ITA.

- Any agreement or document related to the donation must reflect the donor's acknowledgment that WAC's decision to lease, sell, or otherwise use the boat is entirely at WAC's discretion, without any obligation to transfer the asset to a specific party.
- Occasionally, the donation of a boat that will be sold shortly after the donation at substantially same value as it was donated for, may involve a three-way agreement between WAC, the donor and the buyer, but this transfer shall not be construed as a conditional donation and must align with the purposes of WAC as set out above. Such agreements shall only be made when part of the routine pre-arrangements WAC must make with every boat donation to ensure that it does not become responsible for unfunded costs such as, storage, mooring, transportation, maintenance and insurance, etc.

4. License Transfers and Registration

- If the donated boat includes a trailer or other licensed components, WAC will assist in the legal transfer of these assets, ensuring compliance with Transport Canada and provincial regulations.
- Where applicable, a Bill of Sale or \$0 value Donation Transfer document will be required for the Provincial Ministry of Transportation or Transport Canada purposes.

5. Delivery and Storage

- Arrangements for delivery of the donated boat will be agreed upon at the time of donation, with the donor typically responsible for delivery costs. WAC will not accept any boat unless the storage and maintenance requirements are fully addressed and covered.

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WIND ATHLETES CANADA BOAT CHARTER/LOAN POLICY

Introduction

WAC may, from time to time, charter or loan boats acquired through donation or purchase to athletes, clubs, or other organizations that align with its mission. These arrangements will be governed by formal agreements ensuring that WAC retains full ownership and incurs no ongoing liabilities or expenses related to the use of the boat.

1. Charter and Loan Agreements

- **Formal Agreement:** All loans or charters must be governed by a written agreement that clearly sets out the terms and conditions of use. The agreement will include, at a minimum, provisions addressing liability, insurance, maintenance responsibilities, and the return or potential sale of the boat.
- **Nominal Fees:** In keeping with its charitable mission, WAC may offer boats on a nominal fee basis (e.g., \$1 per year). However, the user must assume all associated costs, including storage, insurance, and maintenance, and these must be clearly articulated in the agreement.
- **No Ownership Transfer:** Under no circumstances will a boat loan or charter result in a transfer of ownership. WAC retains full ownership of the boat at all times, and any transfer or sale must be separately negotiated.

2. Insurance and Liability

- The user of any chartered or loaned boat must obtain and maintain comprehensive insurance, including third-party liability and coverage for damage or loss. The insurance policy must name WAC as an additional insured and must be maintained throughout the term of the charter or loan.
- In the event of any incident involving the boat, the user must immediately notify WAC and take all necessary steps to ensure that WAC's interests are protected.
- Should these insurance requirements be impractical for some reason, WAC may at its discretion allow an insurance arrangement that only covers third-party liability coverage to protect WAC from such claims.







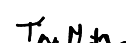

3. Termination of Agreement

- WAC reserves the right to terminate any charter, lease, loan or user agreement if the user fails to maintain the boat in good condition, violates any term of the agreement, or engages in activities that are contrary to WAC's mission.
- Upon termination, the user must immediately return the boat to WAC in the condition in which it was originally provided, subject to reasonable wear and tear.

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SIGNATURE SECTION FOR BOARD APPROVAL / Board Resolution

We, the undersigned, as the Board of Directors of Wind Athletes Canada, hereby resolve the approval of the **Boat Donation Policy, Boat Charter/Loan Policy**, as outlined above.

Name (Printed)	Signature	Date
Grant Carter	 <small>Grant Carter (Oct 24, 2024 09:47 EDT)</small>	Oct 24, 2024
Philip Gow	 <small>Philip Gow (Oct 30, 2024 11:59 ADT)</small>	Oct 30, 2024
Lee Gifford-Simms	 <small>Lee Gifford-Simms (Nov 4, 2024 10:41 AST)</small>	Nov 4, 2024
Peter Hall	 <small>Peter Hall (Nov 12, 2024 19:10 EST)</small>	Nov 12, 2024
Paul Davis	 <small>Paul Davis (Nov 12, 2024 19:14 EST)</small>	Nov 12, 2024
Jennen phelan	 <small>Jennen phelan (Dec 5, 2024 13:49 EST)</small>	Dec 5, 2024
Tam Matthews	 <small>Tam Matthews (Dec 20, 2024 14:53 PST)</small>	Dec 20, 2024
Andrew Keilty	 <small>Andrew Keilty (Dec 20, 2024 14:53 PST)</small>	Dec 20, 2024