

# The Magic Lake Property Owners' Society Thieves Bay Marina (T.B.M.) Rules and Regulations

All vessels moored at Thieves Bay Marina shall for all purposes be construed to be in storage and the provisions of the Warehouse Lien Act, RSBC 1996, Chapter 480 shall be applied in total.

1. All permanent moorage contract holders must be members of MLPOS. This dock or to project out beyond the finger dock. means that if a vessel has multiple owners, all of these vessel owners must own property in Magic Lake Estates and be members of MLPOS. In addition, all listed owners' names (and no others) must appear on the marine insurance for the vessel.
2. No personal watercraft (eg. Sea-Doos, Jet Skis), sea planes or overly loud boats will be granted moorage in the marina.
3. Vehicle parking at T.B.M. is limited to 30 minutes only, for loading and unloading. The access ramp and the ambulance dock MUST be kept clear at all times.
4. T.B.M. SHALL serve as a haven to any vessel in distress. Berth A20 is designated as a visitor berth, and may be used in an emergency. A vessel seeking safe haven SHALL follow the directions of the Marina Director or delegate, regarding berth assignment and casual moorage fee payment.
5. All vessels moored at T.B.M. MUST be clearly marked with a name or identification number on the bow or side of the vessel.
6. In order to maximize the use of the marina and prevent it from becoming a storage facility: Each boat MUST leave the marina at least twice a year under its own power AND each boat MUST be maintained so as not to look like a derelict.
7. T.B.M. SHALL NOT be used for any commercial activity.
8. All vessels moored at T.B.M. SHALL be at the owner's risk and MLPOS will not be responsible, under any circumstances, for any loss or damage caused or sustained by such vessels, whether the same be caused by negligence of MLPOS or its representatives.
9. All persons using T.B.M. SHALL operate vessels in a cautious and seaman-like manner so as not to cause wake damage to other craft or MLPOS property.
10. There will be zero tolerance of abuse towards volunteer Marina Management, other members of MLPOS, or the general public.
11. Vessels moored at T.B.M. SHALL NOT be used as living quarters, including casual overnight stays.
12. NO radiant-type electric heater, flame type or oil burner is to be operated unless a responsible person (19 years or older) is in attendance.
13. Tidal Grid use is restricted to MLPOS members. Members who do not have a lease agreement MUST first obtain a copy of the T.B.M. Regulations from the Marina Director. Tidal Grid reservations are made on the Tidal Grid Schedule posted on the Marina Notice Board.
14. Lessees may perform minor repairs at their berth or at the Tidal Grid, but NO litter shall be thrown overboard or left on the Marina premises.
15. In the interest of sanitation at T.B.M., NO toilet, sink, bilge or petroleum products shall be pumped out while vessels are in the marina. Any discharge, whether accidental or otherwise, shall be cleaned up at the lessee's expense.
16. Storage of flammable liquids, oily rags, etc. is prohibited in T.B.M.
17. Each vessel may have a dinghy (maximum length 8ft) that is clearly marked with the name of the vessel. Dinghies MUST NOT be stored on the docks or fingers. Limited dinghy space is available as an add-on to the Annual Moorage Contract.
18. Each lessee is responsible for the mooring of their vessel and SHALL a) furnish and maintain their own safe line and chafing gear, b) regularly inspect dock fittings, c) notify marina staff of any dock deficiencies.
19. NO part of a vessel, including outboard motors, is to extend out over the
20. The lessee SHALL NOT make any additions or alterations to any berth or dock without permissions from the Marina Director.
21. Children are permitted on the docks only with responsible adult supervision and if wearing an approved PFD.
22. Dogs MUST be leashed while on T.B.M. property and owners are required to clean up after their pets.
23. In the absence of the lessee, any expense incurred by actions taken to prevent or reduce loss or damage to the lessee's vessel by MLPOS representatives SHALL be billed to the lessee. The lessee SHALL pay all costs within 30 days of receiving account for these costs.
24. The lessee SHALL be liable for any loss or damage caused to MLPOS property, and any other vessel, by the lessee's vessel. The lessee SHALL pay all costs within 30 days of receiving account for these costs.
25. Under NO circumstances may any berth be sublet by the lessee. MLPOS reserves the right to use unoccupied berths for casual moorage. The rentals from which are for the sole benefit of MLPOS.
26. Lessees MUST notify the Marina Director if the named vessel is not in the assigned berth for more than 7 consecutive days as well as when the vessel is hauled out for winter and launched in spring. If the berth is unoccupied for more than 14 days, and the Marina Director has not been notified, then the berth may be used for casual moorage. The lessee must then give 14 days notice to the Marina Director to use the berth for the named vessel.
27. If the lessee acquires a different vessel, a MLPOS Berth Change Request Form MUST be submitted, and a new moorage contract MUST be obtained, prior to docking this vessel at T.B.M.
28. If a vessel is sold, the lessee MUST notify MLPOS. The contract for this vessel is then deemed null and void. The berth must be vacated on the date of transfer of ownership. If this is not done, the vessel will be removed at the expense of the former owner.
29. MLPOS reserves the right to relocate at any time, any vessel moored at T.B.M. without previous notice to the lessee.
30. Late payment of annual contract dues will result in the vessel owner being charged casual moorage rates of \$42 per foot per year.
31. MLPOS may cancel the moorage contract if a lessee, or guest, violates any Marina Regulation. Any vessel occupying a berth SHALL be removed within 48 hours from the mailing or hand delivery of such notice. If the vessel is not removed, MLPOS may remove the vessel at the lessee's expense.
32. The lessee warrants and covenants that the lessee will not make any claims, demands, causes of action of any kind and nature, or obtain or enforce any judgements, executions or levies thereon against MLPOS, its officers, directors, agents, servants, or its employees, arising out of any damage, loss, personal injury or death suffered by the lessee or the lessee's guests and other invitees at the Thieves Bay Marina site, even where such loss is a result of negligence on the part of MLPOS or an agent of MLPOS. The lessee further agrees and covenants that (s)he will defend, indemnify and save MLPOS harmless from any and all of such claims, demands, causes of action, judgements and executions, brought by any third party in relation in any way whatsoever to the lessee's use of the Thieves Bay Marina, including any and all use by guests of the lessee, and that MLPOS shall be entitled to legal fees in the event of breach of the lessee's covenant hereunder.