

**MAGIC LAKE
PROPERTY OWNERS' SOCIETY
PENDER ISLAND, BC**

Thieves Bay Marina
Moorage Contract Information

1. The annual moorage contract shall for all purposes be construed to be a storage contract and the provisions of the "Warehouse Lien Act, RSBC 1996, Chapter 480" shall apply in total.
2. The berth allocated under the moorage contract is for the vessel named in the contract only. Under no circumstances may the berth be sublet by the lessee. Nor may the lessee moor a vessel other than the one named in the contract in the assigned berth. MLPOS reserves the right to use unoccupied berths for casual moorage. The rental income from which are for the sole benefit of MLPOS.
3. Lessees must notify the Marina General Manager if the berth is to be vacant for seven days or more.
4. A contract renewal package is mailed to all members with boats moored at Thieves Bay Marina by March 31 each year. It is the responsibility of the lessee to renew the moorage contract by the first of May each year. Non-renewal by that date means the berth has been abandoned. Lessees must provide proof of current Protection and Indemnity marine liability insurance (minimum \$1 million coverage) at the time of renewal.
5. When a vessel is sold, the owner must notify MLPOS, and the vessel must be removed from the berth. The berth must be vacated on or before the date of transfer of ownership because the annual moorage will become null and void at this time. If this is not done, the vessel will be removed at the expense of the former owner.
6. MLPOS reserves the right to relocate at any time any vessel moored at Thieves Bay Marina without previous notice to the lessee.
7. MLPOS may cancel the moorage contract if a lessee, or a lessee's guest, violates any of Thieves Bay Marina's rules and regulations. Any vessel occupying a berth shall be removed within 48 hours from the receipt of such notice. If the vessel is not removed, MLPOS may remove the vessel at the lessee's expense.