

- 1.** All permanent moorage contract holders must be members of MLPOS. This 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.** 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.
- 3.** 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.
- 4.** 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.
- 5.** 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.
- 6.** T.B.M. **SHALL NOT** be used for any commercial activity.
- 7.** 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.
- 8.** 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.
- 9.** There will be zero tolerance of abuse towards volunteer Marina Management, other members of MLPOS, or the general public.
- 10.** Vessels moored at T.B.M. **SHALL NOT** be used as living quarters, including casual overnight stays.
- 11.** 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.
- 12.** 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.
- 13.** 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.
- 14.** 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.
- 15.** Storage of flammable liquids, oily rags, etc. is prohibited in T.B.M.
- 16.** 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.
- 17.** 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.
- 18.** **NO** part of a vessel, including outboard motors, is to extend out over the dock or to project out beyond the finger dock.
- 19.** The lessee **SHALL NOT** make any additions or alterations to any berth or dock without permissions from the Marina Director.
- 20.** Children are permitted on the docks only with responsible adult supervision and if wearing an approved PFD.
- 21.** Dogs **MUST** be leashed while on T.B.M. property and owners are required to clean up after their pets.
- 22.** 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.
- 23.** 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.
- 24.** 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.
- 25.** 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.
- 26.** 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.

27. 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.

28. MLPOS reserves the right to relocate at any time, any vessel moored at T.B.M. without previous notice to the lessee.

29. Late payment of annual contract dues will result in the vessel owner being charged casual moorage rates of \$42 per foot per year.

30. 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.

31. 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.

Thieves Bay Marina Casual Moorage Information

Casual Moorage Rates.

- Casual moorage rates are calculated on the length of the berth assigned, not on the length of the boat moored.
 - Casual moorage rates are \$3.50/foot/month.
1. Casual moorage at Thieves Bay Marina is limited to members, in good standing, of the Magic Lake Property Owners' Society (MLPOS), or boaters sponsored by a member, in good standing.
 2. Proof of at least \$1 million Protection and Indemnity marine liability insurance must be presented by all boaters seeking casual moorage.
 3. Casual moorage will be on a first come, first served basis at the discretion of the Marina Managers.
 4. Moorage fees shall be prearranged and prepaid by the member requesting casual moorage. Post dated cheques for the term of the moorage are acceptable. Other payment options are e-transfers to notifymlpos@gmail.com and PayPal payments via magiclake.ca (NB. Additional charges apply to PayPal transactions).
 5. Casual moorage is subject to all the rules and regulations of Thieves Bay Marina.
 6. All vessels moored at Thieves Bay Marina must be clearly marked with a name or identification number.
 7. 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 apply in total.
 8. Casual moorage may be obtained for a specific vessel only. A Casual Moorage Application must be submitted along with proof of P & I marine liability insurance coverage for the vessel. Maximum allowable mooring length is 36ft., beam 12ft., including any projection from the bow or stern.
 9. All vessels will be measured by a Marina Manager. Errors or omissions on the Casual Moorage Application Form may result in berth reassignment, adjustment to moorage fees, or cancellation of moorage.