

**Thieves Bay Marina Annual Moorage Application**  
**Magic Lake Property Owners' Society, P.O Box 65, Pender Island BC V0N 2M0**

**You cannot submit this application until you actually own the boat and have it insured, see below.**

I/We wish to apply for annual moorage at Thieves Bay Marina. All vessel owners must be members of M.L.P.O.S.

Name(s): \_\_\_\_\_

Magic Lake Property Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone: Res. (    ) \_\_\_\_\_ Cell (    ) \_\_\_\_\_ Email \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone \_\_\_\_\_

Name of vessel \_\_\_\_\_ and/or Number \_\_\_\_\_

Sail    Power                      Width \_\_\_\_\_ft                      Draft \_\_\_\_\_ft

Overall Length \_\_\_\_\_ft (This MUST include any projection from the bow or stern).

Please list any volunteer construction, maintenance, mechanical or administrative skills you could contribute to the marina (MUST COMPLETE):

\_\_\_\_\_

All vessels will be measured by the Marina Manager. Errors or omissions on the Annual Moorage Application form may result in berth reassessment, adjustment to annual moorage fee, or cancellation of moorage contract.

All vessels moored at Thieves Bay Marina MUST be clearly marked with a name or number.

**Applicants MUST provide a copy of their boat registration at the time of application. If the boat is under 25' in length and/or has an engine less than 10HP, a declaration of boat ownership is sufficient. All owners must be MLPOS members.**

**Applicants MUST provide proof of Protection & Indemnity Marine Liability insurance for the vessel (minimum \$1,000,000.00 liability) at the time of application. All people named on the insurance must be M.L.P.O.S. members.**

**Your M.L.P.O.S. membership has to be current for you to remain on the marina wait list.**

A breakwater assessment fee, equal to the annual moorage fee, is payable with the first year's moorage. If upgrading to a larger vessel, an additional assessment fee for the extra footage will be applied along with the regular annual moorage fee.

**I have received and read the Thieves Bay Marina Rules and Regulations on the reverse of this application, and agree to be bound by the contents thereof if granted moorage at the marina. Non-compliance will be grounds for loss of moorage privileges.**

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Approved by Marina Manager \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

1. 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.
2. 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.
3. All vessels moored at T.B.M. MUST be clearly marked with a name or identification number.
4. 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.
5. T.B.M. SHALL NOT be used for any commercial activity.
6. 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.
7. 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.
8. There will be zero tolerance of abuse towards volunteer Marina Management, other members of MLPOS, or the general public.
9. Vessels moored at T.B.M. SHALL NOT be used as living quarters, including casual overnight stays.
10. 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.
11. 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.
12. 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.
13. 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.
14. Storage of flammable liquids, oily rags, etc. is prohibited in T.B.M.
15. 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. Commencing 2013 limited dinghy space will be available for hire as available.
16. 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.
17. NO part of a vessel is to extend out over the dock or to project out beyond the finger dock without explicit permission of the Marina Director.
18. The lessee SHALL NOT make any additions or alterations to any berth or dock without permissions from the Marina Director.
19. Children are permitted on the docks only with responsible adult supervision.
20. Dogs MUST be leashed while on T.B.M. property and owners are required to clean up after their pets.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. MLPOS reserves the right to relocate at any time, any vessel moored at T.B.M. without previous notice to the lessee.
28. Late payment of annual contract dues will result in the vessel owner being charged casual moorage rates of \$42 per foot per year.
29. 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.
30. 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.

## **Annual Moorage Information.**

1. Annual moorage at Thieves Bay Marina is limited to members, in good standing, of the Magic Lake Property Owners' Society (MLPOS).
2. When a lessee is no longer a member in good standing of MLPOS, the annual moorage contract becomes null and void.
3. Lessees must own a residence in Magic Lake Estates, which they occupy on a permanent or part-time basis. The residence must be connected to the Magic Lake water system with a septic/sewer connection.
4. Only one annual moorage lease per membership is allowed. If a member owns a second vessel and requires moorage for that vessel, the member can apply for casual moorage.
5. Moorage rates are set, and are subject to change, at the MLPOS annual general meeting.
6. An initial Breakwater Fee, equal to the annual moorage fee, is payable with the first year's moorage fee.
7. Annual moorage fees are payable in advance and are non-refundable.
8. All vessels moored at Thieves Bay Marina must be clearly marked with a name or identification number.
9. Annual moorage can be obtained for a specific vessel only. An Annual Moorage Application Form must be submitted stating the name and/or identification number of the vessel, width, draft and overall length, including any projection from the bow or stern. The maximum mooring length is 36'. The maximum beam is 12'.
10. All vessels will be measured by the Marina Manager. Errors and omissions on the Annual Moorage Application may result in berth reassignment, adjustment to the annual moorage fee, or cancellation of the moorage contract.
11. Applicants must provide proof of Protection and Indemnity marine liability insurance for the vessel (minimum \$1,000,000 coverage) at the time of application.
12. Applicants must provide proof of vessel ownership at the time of application. This will be a copy of the vessel registration for vessels 25' or longer with an engine 10HP or more. If the vessel is less than 25' in length or the engine is less than 10HP, a

Declaration of Ownership is sufficient. All owners of the vessel must be members of MLPOS and must be named on the marine insurance.

13. When the Marina Manager has approved the application it will be dated and, if available, a berth assigned and a contract drawn up. If a suitable berth is not available the application will be placed on the Wait List.
14. When a berth becomes available, the first applicant on the Wait List with a vessel that suits the size of the berth will be offered that berth.
15. If the applicant declines the berth for any reason, the applicant will maintain position on the Wait List and the next applicant with a suitable sized vessel will be offered the berth.

## **Annual Moorage Details.**

1. Annual moorage fees at Thieves Bay Marina are a fraction of fees charged by public marinas.
2. The slips at Thieves Bay Marina have no electrical or water service and staying on board a vessel in the marina overnight is strictly prohibited.
3. Much of the marina is shallow with hazards at low tide so boaters are cautioned to be careful.
4. A boat maintenance grid with water and electricity is available for members' use. This tidal grid can be booked ahead of time.
5. The larger deepwater slips are reserved mostly for sailboats.
6. The maximum allowed boat length is 36' (12' width). Slips for boats over 30' typically have a longer wait list.
7. Upon purchasing a property with a permanent dwelling in Magic Lake Estates, owners can join MLPOS and apply for moorage or put their name on the Wait List.
8. Members must already own the vessel before applying for moorage or being added to the Wait List.
9. MLPOS members may call 250-629-3686 or email [notifymlpos@gmail.com](mailto:notifymlpos@gmail.com) for further information about the marina and the current status of the Wait List.