

THETIS ISLAND MARINE ASSOCIATION
("TIMA")
TRANSPORT CANADA APPROVED HARBOUR PLAN
MOORAGE APPLICATION



TIMA, with the support and direction of Transport Canada, has undertaken to organize the placement and granting of moorage buoy sites (individually referred to as a "Site") within Telegraph Harbour, in order to maximize the efficient use of Telegraph Harbour for the benefit of Thetis Island residents and navigation generally.

By completing this Moorage Application Form, you are requesting a license to occupy a Site. If you qualify your allotted Site will be approved by Transport Canada. In order to qualify as a Licensee, you must be:

1. resident on Thetis island for more than **6 months** of the year, and
2. the owner of a **licensed** or **registered** vessel. *(Please read the accompanying information regarding licensing and registration of vessels)*

ORDER OF ELIGIBILITY. (Please check one of the following)

UPLAND OWNER

PROPERTY OWNER

RESIDENT

LICENSEE APPLICATION DETAILS

Name: _____ Address: (Lot#) _____

Telephone _____ Vessel name: _____

Vessel type (sail/power) _____ License/Registration# _____

Tonnage _____ Length Over All _____

Draft _____

SITE (To be completed by TIMA)

Position Coordinates Lat 48° _____ N Long 123° _____ W

PLEASE READ THE TERMS AND CONDITIONS CAREFULLY

I, the undersigned, hereby apply for a Site. By applying for a Site, I hereby agree to be bound by the terms, conditions and regulations imposed by TIMA and Transport Canada from time to time.

Without limiting the generality of the foregoing, I hereby agree as follows:

- a. to install and maintain a buoy and ground tackle (collectively the “Moorage”) that meets Transport Canada Regulations as amended from time to time. Without limiting the generality of the foregoing. I agree to maintain the Moorage in accordance with Section 4(1)© of the Private Buoy Regulations, which , among other things, provides that a buoy is to be white with the top third being orange.
- b. I am responsible for the disposition of the associated hardware, gear and equipment when I relinquish a Site;
- c. I will not use my Site for commercial purposes;

I acknowledge and agree that;

- a. a Site is transferable and TIMA must be notified of the change;
- b. TIMA will only allocate one Site per household;
- c. Any abandoned Site or Moorage will be dealt with as TIMA in its absolute discretion, deems fit;
- d. I may, if temporarily absent, allow another individual to occupy my Site for , in the case of a non-Resident, a period of not more than 3 months, and in the case of a Resident, a period of not more than 12 months, provided that I do not receive compensation and provided that I have obtained the consent of TIMA. I agree that I will continue to be responsible for all liability for the Moorage and Site;

If there is more than one applicant, then we agree that our obligations are joint and several.

I/We have read and accept these terms and conditions.

Signed _____ Date _____

I would like to be a member of TIMA (\$10 per annum) Yes

**RELEASE AND INDEMNITY
PLEASE READ CAREFULLY**

I acknowledge that Transport Canada, TIMA, and the officers and directors of TIMA are attempting to improve the safety and organization of Telegraph Harbour. In consideration of Transport Canada and TIMA allowing me to use the Site, I hereby agree as follows:

- a. that neither Transport Canada, TIMA, nor any officer or director of TIMA has made any representation regarding the fitness or suitability of the Site for the purpose of mooring a vessel;**
- b. I unconditionally assume all responsibility in respect of the Moorage and the Site;**
- c. I unconditionally release and save harmless Transport Canada, TIMA, and the officers and directors of TIMA from and against any direct or indirect claims that I may have in respect of the Moorage, Site, or in respect of the administration by Transport Canada, TIMA and the officers and directors of TIMA of the moorage within Telegraph Harbour, whether or not such claims arise through negligence or otherwise,**
and;
- d. I unconditionally agree to indemnify and save Transport Canada, TIMA, and the officers and directors of TIMA harmless from and against any claims that may arise as a result of my use of the Moorage or Site and the granting of permission to use the Moorage and Site.**

Signed _____ Date _____

ADVISORY FROM TRANSPORT CANADA: In the event of an accident involving a private Moorage, the owner(s) may be held liable for any resulting damages. This is why we strongly recommend that you speak with your insurance broker and ensure that you have appropriate third party liability.