

MARLA BAY GUEST/TENANT BUOY APPLICATION

Marla Bay Protective Association
P.O. Box 543, Zephyr Cove, NV 89448

Agreement:

Guest/Tenant (see Item 8 of Boat & Buoy Policy Agreement for definitions of Guest/Tenant) hereinafter referred to as "Applicant" requests permission to use the MBPA guest mooring.

Requested Dates of Use: From: _____ To: _____
Mo/day/year Mo/day/year

1. Applicant agrees to hold harmless the Marla Bay Protective Association, its members, directors and employees from any claims whatsoever for any loss or damage arising from the use of the mooring Location, or other facilities in connection with this agreement.
2. Applicant further agrees to have at applicant's own expense, general liability and property insurance for use of said buoy location; that upon signing of this agreement, applicant shall be responsible for any claims of liability arising from applicant and/or applicant's guest, renters, permissive users, or anyone using said mooring buoy with applicant's permission, express or implied. Further, applicant agrees to hold harmless Marla Bay Protective Association, its members, directors and/or employees from all liability and other facilities.
3. Applicant further agrees to all terms and conditions of the Permit, Application, Buoy Location Assignment Criteria, Boat and Buoy Policy Agreement and User Agreement signed by the legal Owner of the buoy. If applicant is unfamiliar with these documents, they must request them from the Owner.
4. **Term of use for Guests:** Applicant agrees that the term of the use of this buoy is for a term not to exceed the duration of their stay in Marla Bay as shown in rental agreement. Guest must include a fully executed copy of their rental agreement showing the dates of occupancy, physical address and signatures of the applicant/tenant and the Owner. **This application must be submitted no less than 30 days prior to anticipated use.** Applicant shall not moor said boat on the buoy until this signed agreement is delivered to applicant.
5. **Term of use for Tenants:** Applicant agrees that the term of the use of this buoy is for 14 days from the acceptance of this application by the MBPA Buoy Committee unless the tenant will be residing in Marla Bay for more than 14 days. Tenant must include a fully executed copy of their rental agreement showing the dates of occupancy, physical address and signatures of the applicant/tenant and the Owner. **Applicant shall not moor said boat on the buoy until this signed agreement is delivered to applicant. In the event the boat is rented, a copy of the boat rental agreement must be provided prior to mooring.**
6. **Fee:** An administrative fee of **\$500** is charged for use of a guest buoy in the Marla Bay Buoy Field. Please make check payable to Marla Bay Protective Association and mail with guest application to the address above.
7. **Applicant expressly agrees not to assign or sublet a MBPA buoy location and acknowledges such action will result in termination of this agreement and loss of use of the location for the guest/tenant and the Owner of said buoy**

POLICIES : Applicant(s) must initial all:

1. The speed limit in the buoy area is 5 mph. _____
2. Boaters are to give swimmers the right of way. _____
3. Boaters must take every precaution not to spill or discharge any fuel, oil or other contaminates into the lake or onto the beach. _____
4. A buoy location is assigned to one individual (household) and one boat. _____
5. **Mooring lines must be at least 5/8" with steel or stainless shackles on each end. For safety purposes, the mooring line and the boat length combined must not exceed 48 feet.** _____
6. No vessels are allowed to be left anchored on the beach waterline overnight. _____

Required Enclosures:

1. Copy of the boat's current year registration. (Must be the same vessel owner and property owner/tenant.)
2. Copy of boat's current Liability Insurance policy covering bodily injury and property damage, with a combined single limit (CSL) of not less than \$300,000.00 per occurrence, and with Marla Bay Protective Association named as an additional insured. Recent photo of boat showing registration number on hull.
3. Signed copy of Buoy Location Assignment Criteria.
4. **ADMINISTRATIVE FEE FOR \$500 MADE PAYABLE TO: MARLA BAY PROTECTIVE ASSOCIATION***

Name: _____ Local Property Address: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

E-Mail* _____ (Required)

Home Phone: _____ Work _____ Local _____ Cell _____

Vessel Description: Size: _____ Make: _____ Color: _____

Registered Hull #: _____

Buoy Location: _____ (Example; C-4, D-2)

Upon receipt and review of the information above, the MBPA Buoy Committee will confirm your existing buoy location and email you a confirmation

Applicant's Signature: _____ **Date:** _____
(Guest/Tenant)

As the Owner of the abovementioned buoy I/we hereby acknowledge that we have not charged a fee to the guest/tenant.

Owner Signature: _____ **Date:** _____

***As this is an administrative fee, the fee is the same regardless of the length of stay.**

MARLA BAY PROTECTIVE ASSOCIATION

BOAT AND BUOY POLICY AGREEMENT

In consideration for the use of a buoy location in the Marla Bay Protective Association buoy field, I, as a boat owner, accept the use of the buoy location under the following rules and understand that a violation of these policies will result in forfeiture of the use of the buoy location for the current season and elimination of future rights to participate in the buoy location selection process.

POLICIES

1. The speed limit in the buoy area is 5 mph.
2. Boaters are to give swimmers the right of way.
3. Boaters must take every precaution not to spill or discharge any fuel, oil or other contaminants into the lake or onto the beach. As stated in the **Marla Bay Protective Association Neighborhood and Beach Courtesy Guide**: No fuel or contaminant storage is allowed on the beach overnight.
4. Boaters must motor straight in and straight out whenever possible in the buoy field. Do not run parallel to the beach when in the buoy field.
5. A buoy location is assigned to one individual (household) and one boat.
6. Mooring lines must be at least 5/8" with steel or stainless shackles on each end. For safety purposes, the mooring line and the boat length combined must not exceed 48 feet.
7. **No vessels are allowed to be left anchored at the beach waterline overnight.**
8. Definition of "Guest": A person(s) who is renting a house in Marla Bay registered as a vacation rental for a period of less than 1 year, or a person(s) who is a guest(s) of an owner of real property in Marla Bay.

Definition of "Tenant": A person(s) who is/are renting a house in Marla Bay that may or may not be registered as a vacation rental, but who's home rental term is for not less than 1 year.

Name: _____ Date: _____ Buoy #: _____

Signature: _____

MARLA BAY PROTECTIVE ASSOCIATION NEIGHBORHOOD AND BEACH GUIDELINES

1. **GOOD NEIGHBORS:** Please respect your neighbors and their privacy and property on the beachfront and throughout the community.
 - Keep it down after 10 PM; turn off any unnecessary exterior lights
 - Per Douglas County ordinance, no disorderly conduct, no illegal drugs and absolutely NO FIREWORKS at any time.
2. **SPEED LIMIT AND PARKING:** No street parking is allowed. Per county ordinance, violators will be towed at owner's expense. The speed limit in Marla Bay is 15mph and you MUST STOP at all stop signs. The south end of Lakeshore to Freel Drive is ONE WAY ONLY EXITING MARLA BAY.
3. **DOGS:** Douglas County requires dogs to be under "immediate direction and control" of owners. If it takes a leash for that control, use one at all times at the beach and on our streets.
 - No dogs on the beach from Memorial Day to Labor Day between 10AM and 6PM
 - Use the provided Mutt Mitts available at each beach access point and clean up after pets.
 - Excessive barking or howling must be prevented by owners.
4. **BEARS AND TRASH:** Douglas County requires use of bear-proof trash cans or a bear box. Observe this requirement; make sure guests and renters understand the dangers caused by failure to follow this rule. Also, bears are attracted to food left in vehicles.
5. **COMMUNITY BEACH:** The beach is for day use only by Marla Bay residents, their guests and renters.
 - April 1 to October 31: Lower beach umbrellas and sunshades, stack folding beach chairs neatly overnight and take home other beach paraphernalia (towels, coolers, etc.). Cabanas cannot be left on the beach overnight.
 - Pack out any beach trash. You may use the Association trash cans at the north and south beach access points. NOTE: Use your own cans for household garbage and take advantage of recycling services.
 - No fires on the beach.
 - Music on the beach: Keep it to yourself. It may not be everyone's style of music.
 - Storage units or other structures on the community beach are not permitted.
6. **OTHER BEACH USE AND OFFSEASON:** Any use of the community beach beyond normal day use is subject to conditions set by the MBPA Board of Directors. Absolutely nothing can be left on the community beach from November 1 to March 31. Any items left on the beach will be considered abandoned and may be removed.
7. **UNATTENDED WATERCRAFT:** Unattended watercraft should not be left at the waterline for extended periods during the day or overnight. Personal watercraft may be anchored for day use only in compliance with buoy field rules.
8. **BOATING AND SWIMMING SAFETY:** There is no beach lifeguard, watch for swimmers. There is a Coast Guard mandated 5mph no wake zone within the buoy field. Boats in excess of 10 horsepower must adopt a straight-in, straight-out policy from buoys to beach. No fuel or contaminant storage on the beach overnight.
9. **EXTERIOR LIGHTS:** Please use shielded exterior lights on homes and outbuildings, or put exterior lights on timers or motion detectors to avoid disturbing neighbors.
10. **VACATION RENTALS:** All vacation rentals shall be in accordance with Douglas County ordinances #5.40.090 to 5.40.120. See <http://www.douglascountynv.gov/documentcenter/view/1578>
11. **COUNTY ORDINANCES:** All property owners and residents should ensure use of their property is in accord with Douglas County ordinances. Dead vegetation creating fire hazards must be removed. See <http://douglascountynv.gov/documentcenter/view/92>