

MARLA BAY PROTECTIVE ASSOCIATION

P.O. Box 543

Zephyr Cove, Nevada 89448

Marla Bay Buoy Applicant / New user form.

Re: Buoy Permit Application

Dear Neighbor:

Welcome to the Marla Bay Buoy application process. While this task may seem daunting, once you've established all your information with us, the process does become more streamlined. (Refer to "Existing Buoy User Application", on the MBPA website.)

It is important to remember that the bottom of the lake is owned by the State of Nevada.

The MBPA buoy field is maintained by virtue of our Corps of Engineers Permit issued in 1964, our Ten Year Nevada Division of State Lands Permit issued in 2015 and our TRPA permit issued in 2020; the assignment of locations for buoys is the responsibility of the Marla Bay Protective Association. Accordingly, the MBPA Buoy Committee will provide the following: 1.) Accept applications from qualified applicants. 2.) Assign locations based on stated criteria, which allows everyone to participate when they demonstrate a need and meet certain requirements. 3.) Perform annual inspections of the buoy tackle and report the condition to the MBPA buoy master who will arrange for the repairs as necessary. 4.) Secure and safeguard our right to have the field under the provisions of the U.S. Army Corps of Engineers, TRPA and Nevada State Lands. 5.) Monitor the operation and use of the field for the safety and enjoyment of all. 6.) Drop chains and store floats for the winter and return them in the spring.

The annual cost for paying all appropriate fees, inspections and raising/lowering the field this year will be **\$850 which includes your \$200 MBPA annual homeowner dues for 2021**. Make your check payable to: Marla Bay Protective Association.

Enclosed you will find the following documents:

1. A copy of the 2021 Application. You will note that the application requires certain documentation in addition to the annual fee. Your application will not be processed unless you provide **all** required information and fees.
2. A copy of the Buoy Location Assignment Criteria used to determine assignment of locations. These criteria apply to all applicants.
3. A copy of the Buoy Permit. You are required to sign the permit and submit it with the application. Upon assignment of a location, the Buoy Committee will execute the permit and return a copy to you.
4. A copy of the Boat and Buoy Policy Agreement (Exhibit 2). Again, you are required to sign and return this agreement. Upon assignment of a buoy location in the field, the Buoy Committee will send an acknowledgement letter that shows your assigned buoy location for the season.

Please complete all of the forms and return by **March 31, 2021 to be considered for a buoy. Don't forget your **\$850.00** check made payable to the MBPA. **ALL FEES PAID ARE NON-REFUNDABLE!****

We look forward to a great boating season and hope to see you on the water!

Sincerely,

MBPA Buoy Committee

Enclosures

MARLA BAY BUOY APPLICATION 2020

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

COMPLETE APPLICATIONS ARE DUE BY March 31, 2021

Agreement:

Applicant hereby makes application for using a mooring buoy location at the rate of **\$850.00, which includes \$200 annual member dues and \$650 buoy fees.**

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. 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. **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.**

Required Enclosures:

1. Check for payment of fee stated above payable to: Marla Bay Protective Association.
2. Copy of the boat's current year registration. (Must be the same vessel owner and property owner/tenant.)
3. 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.
4. Recent photo of boat showing registration number on hull.

Name: _____ Local Property Address: _____

Mailing Address: _____ E-Mail _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Work _____ Local _____ Cell _____

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

Planned Date of First Mooring: _____

Please sign and return the enclosed Buoy Permit (Permit) and the Boat and Buoy Policy Agreement, attached hereto and hereby made a part of this application. Upon receipt and review of the information requested, the MBPA Buoy Committee will assign your buoy location, execute the Permit, add the buoy number to the Policy Agreement, and return a set of copies to you.

Applicant's Signature: _____ **Date:** _____

MARLA BAY PROTECTIVE ASSOCIATION

BUOY LOCATION ASSIGNMENT CRITERIA

When considering an application for a buoy location from an owner in Marla Bay, the MBPA Buoy Committee will assign locations based on the following criteria in descending order:

1. Is the applicant an owner or long term renter (defined as greater than 6 months) of real property in Marla Bay, a member in good standing of the Marla Bay Protective Association, and has he/she paid all applicable buoy fees?
2. Is the applicant a personal owner of a vessel of appropriate length and design (determined by the MBPA BC) to safely moor in the field.
3. Does the applicant own a vessel as defined above and are they willing to pay the cost of bringing the mooring and ground tackle up to a standard sufficient to safely hold their vessel in place?
4. Did the applicant use his/her buoy or someone else's buoy in the MBPA buoy field last season?
5. Does the applicant intend to purchase and use a vessel for the coming season and can they document that intent?
6. Is the applicant's Marla Bay residence registered as a vacation rental? (If so, please refer to the guest buoy application, as registered vacation rentals will not be considered for use of individual buoys.
7. Is the applicant interested in a buoy only for short term or guest use?
8. Buoy locations must be applied for **annually** and are assigned **annually**. If an insufficient number of locations are available in relation to the number of applicants, the Buoy Committee shall establish a waiting list by date of application, which will be used to prioritize assignment of locations when locations become available due to abandonment, misuse, misconduct and non-payment of maintenance repair bills. **No location is "grandfathered" to a property, nor is it transferable to either another owner or new owner.** All assignments are issued or re-issued each year by the MBPA Buoy Committee based on the stated criteria.

Read, Acknowledged and Agreed to:

Applicant

Date

**MARLA BAY PROTECTIVE ASSOCIATION
BUOY PERMIT**

This buoy permit (hereinafter, "Permit") is granted this _____ day of _____, 20____, by the Marla Bay Protective Association (MBPA) to _____, (hereinafter, "Permittee"), on the terms and conditions set forth below.

Terms and Conditions

1. Purpose of Permit: The purpose of this Permit is to allow Permittee to use and maintain one buoy located at position _____ within the MBPA buoy field as shown on the buoy field map attached Exhibit 1 (hereinafter, the "Buoy").
2. Term of Permit: The term of this Permit is from May 1, 20____ until April 30, 20____, (one year) unless terminated earlier pursuant to the Section entitled "Termination for Cause" below.
3. Use of Buoy: Permittee is permitted to use the Buoy during the term of this Permit subject to the MBPA Boat and Buoy Policy Agreement attached as Exhibit 2.
4. Permit Fee: Prior to the beginning of the term of this Permit, Permittee shall pay to the MBPA an annual permit fee in the amount of **\$850.00**.
5. Insurance: Permittee shall provide evidence of insurance, covering bodily injury and property damage, with a combined single limit (CSL) of not less than three hundred thousand dollars (\$300,000) per occurrence, and naming Marla Bay Protective Association as an Additional Insured. Said coverage shall be in effect at all times during the term of the Permit. In the event Permittee fails to maintain the insurance coverage as herein provided, the MBPA may, in addition to any other remedies available, terminate this Permit.
6. Liability, Indemnification, and Release of Liability:

Permittee agrees to defend, indemnify, release and hold harmless the MBPA, and its members, officers, agents and employees, from and against any and all loss, damage, liability, claims, demands, costs, charges and expense (including without limitation, attorneys fees and other expenses of litigation) and causes of action of whatsoever character which the MBPA may incur or be subjected to on account of loss or damage, or for bodily injury to or death of any persons (including, without limitation, employees, agents, invitees, and subcontractors of each party hereto) arising out of or in any way connected with use of the Buoy, or use of adjacent property if related to use of the Buoy, under this Permit, by Permittee, its invitees, guests, and arising from any cause, including any passive negligence of the MBPA, and excepting only the active negligence of the MBPA which is a proximate cause of the event. "Active negligence" shall not be construed to include a failure to act unless there is a legal obligation to act, and written notice from Permittee stating the existence of conditions and circumstances alleged to give rise to an obligation to act. It is further agreed that "active negligence" does not include the execution of this Permit and any supplement or modification thereto.

7. Condition of Buoy: The MBPA makes no guarantees whatsoever as to the condition of the Buoy and assumes no responsibility for the conduct of the Permittee. Permittee agrees to keep the Buoy in good working order and in good, safe condition. Permittee authorizes MBPA and MBPA's contractors to inspect Permittee's buoy on an annual basis. Permittee further authorizes MBPA or MBPA's contractors to relocate the buoy within the MBPA buoy field and to remove and store the buoy float and drop the mooring chain on an annual basis. Permittee agrees that the MBPA shall not be liable for any loss or injury it may suffer as a result of the use, maintenance, relocation or repair of the Buoy, or for any loss or injury as a result of any other person's use of the Buoy or the MBPA's refusal or failure to regulate such use.

8. Compliance with Laws: In addition to the terms and conditions imposed under this Permit, Permittee shall comply with all applicable laws, ordinances and governmental rules and regulations. Permittee agrees to indemnify the MBPA against any and all liability, cost, expense, fines or penalties that the MBPA may incur as a result of Permittee's failure to comply herewith.
9. Spills or Pollution: Should any leakage, spillage, or pollution of any type occur as a result of Permittee's use of the Buoy, Permittee agrees to fully reimburse and indemnify the MBPA should the MBPA suffer or incur any fine, penalty, cost or charge due to such leakage, spillage, or pollution.
10. Termination for Cause: At the sole discretion of the MBPA, the following are causes for immediate termination of this Permit:
 - (a) Conduct that is incompetent, inadequate, negligent or careless.
 - (b) Conduct that involves abuse toward or improper treatment of any persons using other MBPA buoys or MBPA beach areas.
 - (c) Violation of any of the MBPA Boat and Buoy Policy Agreement, attached as Exhibit 2.
 - (d) Submission of a false statement of material fact to MBPA in connection with Permittee's application for a Buoy.

In the event that Permittee continues to fail to perform its obligations under this Permit after warning by the MBPA or authorized MBPA agents or contractors, the MBPA shall have the immediate right to terminate this Permit, whereupon Permittee shall promptly remove any equipment or other personal property.

11. Permit Supersedes Prior Oral Understandings: This Permit supersedes any and all prior Permits, representations and understandings regarding Permittee's right to use the Buoy. The MBPA is not responsible for representations or misrepresentations made by its agents or contractors, which are inconsistent with this Permit.
12. Notices: Any notices which may be given by one party to the other, shall be deemed to have been given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to such party at its address set forth below. Either party may change its address for the receipt on notice by giving written notice thereof to the other party in the manner herein provided.

IN WITNESS WHEREOF, this Permit has been executed by the parties hereto on the date first above written.

MBPA:

Permittee

By _____

By _____

Buoy Chairman

Name and Date

Marla Bay Protective Association

Address (Required)

P.O. Box 543

Phone #(Required) Email (Required)

Zephyr Cove, NV 89448

Exhibit 2

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 when possible in the buoy field. Do not run parallel to the beach while 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.**

Name: _____ Date: _____ Buoy #: _____

Signature: _____