



Ladysmith Maritime Society

www.ladysmithmaritimesociety.ca

P.O. Box 1030, Ladysmith, B.C., V9G 1A7

Tel: 250-245-0109 Fax: 250-245-0108

MOORAGE AGREEMENT – SCHEDULE E

Liveaboard Agreement

1. Written consent by LMS must be obtained prior to living aboard a vessel moored at the Marina. Permission to live aboard is at the sole discretion of LMS after an interview process.
2. Only vessel owners, to a maximum of two (2) persons per vessel, may live aboard a vessel moored at the Marina.
3. Any vessel that is used for the purpose of living aboard must be capable of navigation.
4. Liveaboard tenants agree that:
 - a. the liveaboard vessel is their primary residence;
 - b. only persons named in the Liveaboard Agreement may reside aboard the Marine Asset. Liveaboard status is not transferable. Any change or substitution of tenants must be approved by LMS;
 - c. the authorization to live aboard does not alter the Rights/Responsibilities of the Owner as specified in this Moorage Agreement;
 - d. all tenants will actively participate in Marina security, including notifying LMS of:
 - i. damage to any vessel, pier, dock or marina facility;
 - ii. unauthorized persons in the Marina;
 - iii. possible theft;
 - iv. suspicious behaviour;
 - v. unsafe practices by moorers or visitors; or
 - vi. any other incidents which threaten the safety and security of the Marina; and
 - e. all tenants will actively participate in Marina safety by:
 - i. being available to raise an alert;
 - ii. assisting with snow and ice removal from the docks; and
 - iii. securing vessels during weather conditions, or other emergency situations, that could potentially cause damage to the Marina and/or other vessels in the Marina.
5. Liveaboard tenants will advise LMS when they will not be in residence. If liveaboard tenants are absent from the Marina for a period greater than two months LMS may, at its discretion, cancel their liveaboard status.
6. It is understood and agreed by the Owner that a breach of any of the aforesaid terms and conditions for liveaboard tenants will result in the entitlement of LMS, at its sole discretion, to terminate the liveaboard tenancy and move or remove the Marine Asset as contemplated in the Moorage Agreement.

IN WITNESS WHEREOF the parties executed this Agreement on the _____ day of _____, 20____

LADYSMITH MARITIME SOCIETY

SIGNED AND DELIVERED by Owner

LMS Authorized Signatory

Marine Asset Liveaboard Owner/Tenant Signature

Marine Asset Liveaboard Owner/Tenant Signature