



## WINTER STORAGE APPLICATION CONDITIONS

1. Winter Storage starts October 1st and ends March 31st. Due to haulout time constraints and the order in which boats must be placed into the buildings, boats contracted for inside winter storage may have to sit outside until the second week in November. After March 31st, Lessor reserves the right to move outside any boats previously winter stored in buildings. Any boats remaining after April 15 without a summer contract will be subject to a daily storage charge equivalent to the next summer's well rate for that size boat. Absolutely no boats are allowed on land after the Friday preceding Memorial Day. Any boats on land as of that date will subject the Lessee to a \$100.00 fee. In addition, the boat may be moved to another storage location area with Lessee paying all moving costs and a daily storage charge. All rates include relaunching in spring.
2. LESSEE ASSUMES SOLE RESPONSIBILITY FOR THE DRAINING OF BOAT PLUMBING AND ENGINE. FOR THE REMOVAL OF ALL LOOSE ACCESSORIES AND EQUIPMENT (OTHER THAN STANDARD FIXED EQUIPMENT) INCLUDING HULL PLUGS, AND INSTALLATION OF OUTSIDE STORAGE WINTER COVERS. LESSEE ALSO ASSUMES SOLE RESPONSIBILITY FOR DAMAGE AND/OR THEFT INVOLVING SAME.
3. Lessee agrees that scheduling of haulouts will be made on a first come, first served basis Monday through Friday from 8:30 a.m. to 2:30 p.m. The Lessee or his agent should report to the marina office 1/2 hour in advance of his scheduled haulout time in order to pay any balances due and to pick up his haulout work order. The Lessee or his agent is responsible for having the boat to the hoist at the scheduled haulout time. A \$50.00 rescheduling fee will be charged should a scheduled appointment be broken without 24 hours notice.
4. Lessor does not assume any responsibility or liability to the Lessee for any loss or damage to said boat or any other personal property or contents thereof placed with Lessor for dockage, storage, sales, repairs or testing or any other purpose whatsoever or brought on the premises by or for the benefit of Lessee, or his invitees or licensees caused by Act of God, explosion, fire, water, wind, theft, malicious mischief, civil commotion, collision or upset, that the Lessor does not assume any responsibility or liability for any personal injuries to Lessee members of his family, or invitees or licensees of the Lessee while on the Lessor's premises or within the boundaries of Lessor's property, and that the Lessee shall save the Lessor harmless from any and all liability arising from loss injury, or damage to persons or property who or which the Lessee may invite or bring on the Lessor's premises including claims for loss, injury or damage to persons or property asserted by a third party and arising from the negligence or fault of the Lessee.
5. Lessor reserves the right to measure all boats. Length of boat for purposes of winter storage will be the overall length of boat including any appenditures thereto (i.e. swim platform, outriggers, and bow pulpits). Beam will be widest measurement of boat.
6. Lessor is not responsible for boat cradles.
7. Lessor reserves the right to store boat on its premises at any location as determined in the sole discretion of Lessor.
8. Lessee agrees to keep his boat covered by an all risk insurance policy in an amount equal to the full replacement value of his boat and provide the Marina with proof thereof upon demand. Lessee acknowledges and agrees that the Marina shall have no obligation whatsoever to obtain any insurance coverage against the damage, destruction or theft of lessee's boat, regardless of the cause.
9. In the event that the Lessee or any of his invitees or licensees shall fail to comply with and perform any of the conditions or agreements herein undertaken by him, or shall fail to observe the general rules and regulations posted by the Lessor from time to time for the operation of the said premises, the Lessor shall have the right to cancel this contract immediately and forthwith terminate all of the privileges granted herein to the Lessee. Waiver of a violation of any of the terms and provisions of this contract shall not be construed as a waiver of any subsequent violation or violations.
10. If Lessee fails to remove in a timely manner the boat and equipment from the winter or dry storage space at the termination of this Contract, Lessor shall have the option of:
  - (a) Charging Lessee daily rent on a pro rata basis for the space occupied based upon the next summer's well rates, or
  - (b) Moving the boat to another storage facility at the Lessee's expense, or
  - (c) Pursuing any other remedy available under the law.
11. In the event of emergency affecting the boat or other boats or persons or property, the Lessor in its sole discretion reserves the right to move the boat provided that Lessor shall not be required to provide this service. In the event such service is provided, Lessee will be billed at Lessor's prevailing rates for the service rendered, posted in the Lessor's office and Lessee shall be required to pay all costs incurred by Lessor on Lessee's behalf. Lessee shall indemnify and hold Lessor safe and harmless from any and all liability, injury, loss or damage caused by or resulting to Lessee's boat due to an emergency situation.
12. Lessee agrees not to hold Lessor liable for any loss caused by any delay in launching, winter storage, transporting or commissioning caused by weather or any other event beyond the control of Lessor provided said loss is not caused by the gross negligence of the Lessor or its agents and/or employees.
13. This contract and any rights granted herein to the Lessee shall not be assigned or transferred.
14. Winter storage restrictions include: (1) no smoking in any of the storage buildings, (2) all batteries must be removed prior to boat storage, (3) no living aboard any boat while winter stored or dry stored on Marina premises, (4) no stored boat may be plugged into electrical power while the boat is left unattended for any purpose including the operation of a heating device, and (5) the use of any open flame device, toxic chemicals or any other hazardous equipment or materials in the docking or storage area is prohibited.
15. Lessor reserves the right to assign Lessee a time for painting and varnishing to avoid a conflict with the sanding, scraping and similar activities of other Lessees.
16. Lessee will be liable for any damage to the marina grounds from use of antifreeze, gas, oil or any other substance and Lessee shall indemnify, save and hold the Marina harmless from any and all fines, penalties, costs and/or expenses (including reasonable attorney's fees and costs) incurred by Marina as a result of claims, demands, causes of action and actions, suits, rights and damages, whatsoever, whether in law or in equity made by any party whatsoever in connection with any hazardous or toxic waste, pollutants, and/or chemicals generated, stored, leaked, spilled or otherwise disbursed by the Lessee, its agents, employees, licensees or invitees, in on under above or about the Marina, and for injuries sustained or other tort actions brought for claims arising out of the Lessee's failure to remove such toxic wastes, pollutants, and/or chemicals from the Marina. Such indemnification shall include any and all costs or removal of the toxic wastes, pollutants and/or chemicals disbursed by the Lessee, its agents, employees, licensees, or invitees.
17. Lessee agrees that while the boat is moored or stored on Lessor's premises no person or business entity will be hired or permitted to perform any labor on the boat or to make any installation of machinery or equipment thereon unless the Lessee first notifies the Lessor of the time and nature of said labor or installation and then only to the extent that the Lessee and/or the person or business entity hired or permitted to perform labor or installation of machinery or equipment agree to indemnify and hold Lessor harmless therefrom and to provide Lessor with proof of adequate insurance coverage.
18. Lessee agrees to reimburse Lessor for reasonable attorney fees and costs relating to a suit or other collection efforts by Lessor against Lessee to collect any amounts due under this Contract or any amounts due and secured by the liens described in paragraph thirty (30) of this Agreement.
19. It is mutually understood and agreed that all terms and provisions contained in this Contract are severable and that in the event any of them shall be held to be invalid by any competent Court, this Contract shall be interpreted as if such invalid term or provision or covenant were not contained in this Contract.
20. This contract and any rights herein will be terminated should the Lessee walk a dog inside the marina without a leash and an implement and bag for disposal of dog waste. Unleashed or unattended animals, or animals chained to any Marina property, will be turned over to the Macomb County Animal Shelter.
21. Lessee agrees that past due balances will be assessed a fifteen dollar (\$15.00) administrative late charge.
22. All trash, bottles, cans, waste and debris of any nature must be placed in plastic bag before depositing in trash barrels or receptacles.
23. All Marina authorized motorized vehicles must be operated by a person duly licensed by the State of Michigan. All other vehicles not so operated are prohibited on the Lessor's premises.
24. Noise shall be held to a minimum. Lessee shall use discretion in operating motors, generators, or accessories capable of producing loud noise so as not to create a nuisance.
25. Access to the yard during the winter will be restricted to daylight business hours. The Marina gate will be locked after dark. Water is turned off to all wells approximately the third week in October and is turned on again when weather permits in the spring.
26. Lessee agrees that Lessor shall have a possessory and/or maritime lien on stored items and that said Lessor shall have the right to refuse to launch any boat or deliver any item or refuse to permit them to be removed from the premises until all of the terms and conditions of this agreement have been fulfilled.
27. Belle Maer Harbor charges a user fee (calculated as a dollar amount per foot on the length of the boat) to everyone who uses plastic shrink-wrap on his boat while stored within Belle Maer Harbor. Said fee will be collected from contractors upon installation of the shrink-wrap or from the boat owner if the plastic is self-installed. This fee is due each year even if the plastic is re-used. The fee is used to offset the expense and labor involved with the cleanup during fall installation and spring removal as well as the ultimate disposal of the plastic. The users as a group must bear the costs of properly handling a material which must be treated by Belle Maer Harbor as a hazardous material.
28. Lessee agrees to comply with the Environmental Requirements as published from time to time. See the Environmental Requirements for restrictions on sanding, painting, spraying, oil disposal, winterization, battery disposal, bilge water, shrink wrap, insurance, bottom washing and porta potties. There will be no power washing of boats inside the marina by boat owners. All power washing must be performed by marina personnel at the hoist area where an environmental water collection and filtration system has been installed to collect bottom paint and other residue from power washed boats. Marina is not responsible for any paint removal during bottom washing.
29. Lessee shall be responsible for the conduct of Lessee's guests on the boat and on the Marina premises and Lessee shall indemnify, save and hold the Marina harmless from any and all liability, expenses, costs, damages, and/or losses of any kind arising out of injuries to any person or persons (including death) or damage to any property of any kind caused or suffered by the Lessee's family, invitees, licensees or contractors.
30. Inside winter storage restrictions include: (1) heads must be pumped out before storage (2) fuel tanks must not be full because of possible heat expansion, (3) all batteries must be removed, (4) no smoking is allowed while in the building, (5) unless pre-approved by Marina management, no maintenance shall be performed on the boat inside of the building (absolutely no sanding and painting) and (6) the boat may not be plugged into electrical power while not attended. Lessor will do its best to honor spring relaunch dates, but some delays may occur depending on the order in which boats are stored in the building. Due to haulout time constraints and the order in which boats must be placed into buildings, boats contracted for inside winter storage may have to sit outside until the second week of November. After March 31st, the Marina reserves the right to move outside any boats previously winter stored in buildings.
31. With the exception of the Wells on B-Row, N-Row and in the Condominium, all water and electric charges are paid by the Marina and are included as part of the Lease. Each Well on B-Row, N-Row and in the Condominium is separately metered for electric power usage. The Lessee in any Well which is separately metered must call DTE Energy and have the meter placed into their name for billing purposes. The Lessee in any Well that is separately metered is also responsible to contact DTE Energy to take the meter out of the Lessee's name upon termination of the Lease or for the winter period should Lessee opt to turn off power to the Well during winter storage. DTE will bill the electric power usage to the Lessee and Lessee will pay for all electric charges directly to DTE. Notwithstanding whether the Lessee has had the meter transferred to his/her name, Lessee is responsible for all electric powered usage on that meter for the term of Lease.

## SECURITY RULES AND REGULATIONS

Belle Maer Harbor employs an outside security service by contract to patrol its premises and staff the guard house at the main gate.

The marina gates are open 24 hours a day during the summer. The guard monitors entrance at the front gate from the guard booth. During the winter, the front gates are open only during daylight hours. After dark the gates are locked. No customers are permitted access after dark during the winter unless arranged through the marina office.

The essence of our security system is that only our customers and their family living in the same household should have free access into the marina. This free access is achieved through the issuance of vehicle decals and membership cards by the marina office. All other friends and relations are considered guests. Guests are admitted in to the marina only upon invitation by our customers. Neither the marina management or our guard service company has enough manpower to possibly keep track of guests once these persons are inside the marina. Therefore the responsibility for the actions of guests admitted inside the marina must be borne by the customers who invited these guests. This responsibility can only be fulfilled if our customers are present at the time their guests are given admittance into the marina. Consequently, the guards will not accept guest lists by telephone. If the guard has a written guest list on file, he can reasonably assume the customer is on his boat inside the marina.

Blank guest list forms are available from the guard or the marina office. Please have these forms completed prior to arriving at the marina in order to speed entry into the marina. A new guest list must be completed each weekday. Guest lists received on Friday and Saturday can be held through Sunday if so noted on the form. Guest lists must legibly show the names of any person which you might wish to be allowed entry for that day.

By virtue of the contractual arrangement, contractors are not guests. Contractors working inside the marina impose additional potential legal liabilities on our customers and on the marina. Therefore, any outside labor cannot be admitted into the marina on the basis of a guest list. All outside labor must report to the marina office. Outside labor planning to work in the marina beyond the normal hours of the marina office can do so only if pre-arranged through the marina office during normal business hours.

Outside labor is allowed access into the marina based upon the following conditions:

1. The contractor must furnish the marina with a certificate of insurance showing \$1,000,000/\$1,000,000 liability coverage.
2. Our customer must supply the marina office with an authorization requesting entry into the marina for the contractor.
3. Each employee of the contractor arriving at the marina must register at the marina office and sign a vehicle inspection authorization form as a condition of entry.
4. All outside contractors must pay a fee of \$20 per day or \$200 per calendar year.