

# BELLE MAER HARBOR

(586) 465-4534

41700 CONGER BAY DRIVE • HARRISON TWP., MICHIGAN 48045

## 2010 SUMMER DOCKAGE / IN & OUT SERVICE APPLICATION

Name(s) \_\_\_\_\_ ("Lessee")

Telephone H: \_\_\_\_\_ W: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_ MC# \_\_\_\_\_

E-mail Address (es) \_\_\_\_\_

Boat Yr. \_\_\_\_\_ Make/Model \_\_\_\_\_ Hull# \_\_\_\_\_

(1) Length \_\_\_\_\_ Beam \_\_\_\_\_ Swim Platform (Y/N) \_\_\_\_\_ Bow Pulpit (Y/N) \_\_\_\_\_ Total Sq. Ft. \_\_\_\_\_

(2) Boat Type (P/S) \_\_\_\_\_ (3) Hull Construction \_\_\_\_\_ (4) Power \_\_\_\_\_

Name on Boat \_\_\_\_\_ Insurance Co. \_\_\_\_\_

Insurance \_\_\_\_\_ Exp. \_\_\_\_\_

Agent/Phone # \_\_\_\_\_ Policy # \_\_\_\_\_ Date \_\_\_\_\_

**LEASE TERM:** THIS APPLICATION SEEKS WELL RENTAL FOR THE PERIOD FROM APRIL 1, 2010 TO SEPTEMBER 30, 2010 OR IN & OUT SERVICE FOR THE PERIOD FROM APRIL 15, 2010 TO APRIL 14, 2011. OCTOBER 2010 RENT PAID IN ADVANCE AS A PART OF THE SUMMER DOCKAGE AGREEMENT WILL BE REFUNDED ON A PRORATA BASIS FROM THE OCTOBER, 2010 DATE THAT BOTH THE BOAT HAS BEEN REMOVED FROM THE MARINA AND ALL VEHICLE STICKERS AND MEMBERSHIP CARDS HAVE BEEN RETURNED. IF THE BOAT IS WINTER STORED AT THE MARINA THE ENTIRE OCTOBER 2010 RENT WILL BE CREDITED AGAINST WINTER STORAGE CHARGES. THE LESSEE CERTIFIES THAT THE INFORMATION GIVEN IN THIS APPLICATION IS TRUE AND CORRECT. BELLE MAER HARBOR ("LESSOR" OR "MARINA") IS AUTHORIZED TO VERIFY THE INFORMATION AND OBTAIN A CREDIT REPORT. LESSEE IS REQUESTING A DOCKAGE SLIP ("WELL") OR RACK STORAGE SPACE ("SPACE") FROM MARINA AND AGREES TO BE BOUND BY THE TERMS OF THIS APPLICATION UNTIL SUCH TIME AS A SUMMER DOCKAGE LEASE AGREEMENT OR RACK STORAGE LEASE AGREEMENT (INDIVIDUALLY A "LEASE AGREEMENT") IS EXECUTED BY APPLICANT AND MARINA. WELL OR SPACE LOCATION SHALL BE DETERMINED BY MARINA IN ITS SOLE DISCRETION.

**WELL PREFERENCE:**

**RACK PREFERENCE:**

First Choice: \_\_\_\_\_

First Choice: \_\_\_\_\_

Second Choice: \_\_\_\_\_

Second Choice: \_\_\_\_\_

Third Choice: \_\_\_\_\_

Third Choice: \_\_\_\_\_

**EARLY PAYMENT PROMOTION:**

15% discount off 6 month rate for nonrefundable cash payment in full with application by 1/15/2010  
12% discount off 6 month rate for nonrefundable credit card payment in full with application by 1/15/2010  
Sponsorship credits for new boaters may not be combined with the early payment discount program

**PAYMENT TERMS:**

**Payment will be made as follows:**

- First payment upon application - 1/3 Lease Grand Total
- Second payment due March 1 - 1/3 Lease Grand Total
- Third payment due May 1 - 1/3 Lease Grand Total

Past due balances will be assessed a fifteen dollar (\$15.00) administrative late charge. Fifteen dollars will be added to the account on the 16th of the month in which payment is due and another fifteen dollars added on the first of each subsequent month until the past due balance and administrative late charges are paid.

**CANCELLATION TERMS: Wells are not transferable. Cancellation refunds (except for payments made under the early payment discount promotion that are nonrefundable) will be made as follows:**

- Prior to January 31 - all payments made
- February 1 to February 29 - any 2nd or 3rd payment made in advance of scheduled dates
- March 1 to April 30 - 25% of total six month charges plus any prepaid 3rd payments (only if both 1st and 2nd payments have been made)
- May 1 to June 15 - 25% of total six month charges (only if all three payments have been made)
- After June 15 - no refunds beyond October rent paid in advance

**MEMBERSHIP CARD REQUEST:** (Must live at Lessee's home address. Replacement of lost card is \$25).

Name	Relationship to Boat Title Holder
_____	_____
_____	_____
_____	_____
_____	_____

**VEHICLE STICKER REQUEST:** (No motor homes allowed inside Marina. Replacement stickers only upon receipt of old stickers).

Year	Make/Model	License #
1. _____	_____	_____
2. _____	_____	_____

MEMBERSHIP CARDS AND VEHICLE STICKERS WILL NOT BE ISSUED UNTIL CONTRACT IS PAID IN FULL. ENTRY INTO MARINA WILL BE ALLOWED UP UNTIL MAY 1 UPON PRESENTATION OF SUMMER LEASE COPY. AFTER MAY 1 ENTRY WILL NOT BE ALLOWED WITHOUT MEMBERSHIP CARDS OR STICKERS. LESSEE ACKNOWLEDGES THE RECEIPT OF A COPY OF THIS APPLICATION AND AGREES TO THE CONDITIONS AND SECURITY RULES AND REGULATIONS ON THE REVERSE SIDE.

**LESSEE HEREBY ACKNOWLEDGES AND AGREES THAT THE TERMS AND CONDITIONS PRINTED ON BOTH THE FRONT AND THE REVERSE SIDE OF THE APPLICATION HAVE BEEN READ AND UNDERSTOOD AND LESSEE HEREBY AGREES AND PROMISES TO COMPLY THEREWITH IN THEIR ENTIRETY.**

- (1) Overall length of boat must be no greater than catwalk length
- (2) P-Power, S-Sail
- (3) Wood - Fiberglass - Steel - Aluminum
- (4) Inboard - I/O - Outboard

**LESSEE:**

\_\_\_\_\_  
Signature Date

**LESSOR:  
BELLE MAER HARBOR**

By: \_\_\_\_\_  
Signature Date

OFFICE USE ONLY:

Date \_\_\_\_\_ Time \_\_\_\_\_

Customer Number \_\_\_\_\_

W/S \_\_\_\_\_

## 2010 SUMMER DOCKAGE APPLICATION CONDITIONS

1. Summer dockage starts April 1st and ends September 30th. Boats may remain in the Marina until October 31. If the Boat is winter stored at the Marina, the entire October rent will be credited against the winter storage charges. If the Boat is removed from the Marina and all vehicle stickers and membership cards are returned prior to October 31, the October rent will be refunded on a pro rata basis. Water to the boat slips is normally turned off during the third weekend in October.
2. Lessee has examined the Well and all adjacent wells and that the condition of the same is accepted by the Lessee as is, and that no warranties are made by the Lessor as to the condition of the Well. Lessee shall use the Well for the dockage of the Boat and for no other use whatsoever. Lessee understands that the term of this contract is for the current summer season as defined in paragraph #1 above and that the lessee has been given no rights to lease the same well next season. It is the policy of the Lessor to give first choice of summer wells to those winter storage lessees who have submitted their summer storage application with deposit prior to January 15th. After the winter storage customers have selected their summer wells, all other customers who have submitted applications for summer storage are placed in the order in which their application with deposit is received.
3. This contract and any rights granted herein to the Lessee shall not be assigned or transferred without the written consent of the Lessor. Lessor at any time may sell the Well and/or assign this Lease to any purchaser, lender or mortgagee, in which event this Lease shall be subordinate to any lien of any mortgage or mortgages upon the Well and Lessee agrees to attorn to the mortgagee or purchaser.
4. Lessor does not assume any responsibility or liability to the Lessee for any loss or damage to 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, 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. Lessee shall indemnify and hold Lessor and the Marina harmless from any and all loss, damage, claim of damage, liability or expense, including without limitation reasonable attorney fees (collectively "Damages"), to any person or property in or on the Space, the Marina or the Boat arising directly or indirectly out of or in connection with (i) the use of the Space by Lessee, its agents, employees, contractors, licensees or invitees, or (ii) the failure of Lessee to comply with any provision of this Lease, or (iii) the condition of the Space. Lessee agrees not to hold Lessor liable for any loss caused by any delay in launching, transporting or commissioning caused by weather or any other event beyond the control of Lessor. Use of any of the Marina recreational facilities (including, but not limited to, swimming pool, tennis courts, basketball, volleyball area, exercise equipment and playground equipment) by Lessee and/or Lessee's guests is at their own risk.
5. Lessee agrees that Lessor shall have a possessory and/or maritime lien on the Boat or stored items and that the 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 Lease have been fulfilled. Lessee is hereby notified of said possessory lien under the Michigan Marina and Boatyard Storage Lien Act ("Act"), and such possessory lien may be enforced in accordance with the Act.
6. Lessor reserves the right to measure all boats. If the size of the Boat is not consistent with data shown on the front side of this Application, Lessor reserves the right to either terminate this Application or relocate Lessee's Boat to an alternative well better suited for the actual length, beam and height of Lessee's Boat.
7. Boat Cradles may be stored on the Marina premises only upon execution of a separate lease agreement.
8. Lessee shall keep the leased Well and abutting areas of the dock and property in a clean, uncluttered condition free from anything which is a fire hazard. Lessee further agrees not to place or store gasoline in the boat or docking space except for the gasoline contained in the tank of the Boat and that the Lessee will not deliver or permit others to deliver gasoline or other fuel into the tank of the Boat from trucks directly or by any other method while the Boat is in the Well.
9. Lessee agrees to keep the Boat fully covered by insurance in an amount equal to full replacement value. Proof thereof shall be furnished the Lessor on demand and all obligations of the Lessor to insure the Boat is hereby waived by the Lessee. Lessee agrees that each insurance policy carried by Lessee shall be written in a manner so as to provide that the insurance company waives all right of recovery by way of subrogation against Lessor or the Marina in connection with any loss or damage covered by such policy. Lessee agrees to maintain during the term of the Lease a fuel and spill endorsement on the boat insurance policy in an amount sufficient to cover the cost of clean up resulting from a leak or spill from Lessee's Boat. Proof of the above insurance coverage shall be provided to Lessor upon demand.
10. Lessee will strictly comply with the rules and regulations that shall from time to time be posted by the Lessor for the regulation of said boat dockage space and yards and the approaches thereto and for the admission of persons and property thereto. Lessee specifically agrees to abide by the General Rules and Swimming Pool Rules and Regulations as established by the Marina.
11. 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, the Lessor shall have the right to cancel this Lease 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 Lease shall not be construed as a waiver of any subsequent violation or violations.
12. Lessee shall exercise care and caution in the operation of the Boat in and out of the Marina and not to create excessive wash.
13. 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.
14. Vehicle stickers will be replaced only upon receipt of the old sticker or police report of stolen car. Replacement of lost membership cards will cost \$25 each.
15. Cars illegally parked in front of another tenant's well will be towed away at the car owner's expense.
16. This Lease 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.
17. No "For Sale" signs will be allowed posted on the Boat or Marina grounds by Lessee.
18. Dinghies will not be stored on the grass or sidewalk. Tents and patio enclosures, ATV's, jet skis or RV's of any type will not be allowed to be set up or used on Marina grounds. There will be no launching or retrieving of jet skis or similar personal type watercraft within the Marina.
19. Lessee shall not be allowed to live aboard the Boat for more than one (1) week at any one time unless written approval is obtained from Lessor.
20. Charter operations are not permitted within the Marina.
21. Lessee agrees to abide by the Environmental Rules and Regulations. Lessee hereby agrees to indemnify, save and hold Lessor and the Marina harmless at all times subsequent to the date of this Lease from (i) any and all fines, penalties, costs and/or expenses (including reasonable attorneys' fees and costs) incurred by Lessor or the Marina as a result of claims, demands, causes of action and actions, suits, rights and damages, whatsoever, whether in law or in equity ("Claim(s)") 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 Lessee, its agents, employees, licensees or invitees, in, on, under, above or about the Well or the Marina, and (ii) for injuries sustained or other tort actions brought for claims arising out of Lessee's failure to remove such toxic wastes, pollutants and/or chemicals from the Well or the Marina. Such indemnification shall include any and all costs of removal of the toxic wastes, pollutants and/or chemicals disbursed by Lessee, its agents, employees, or invitees. Lessee agrees not to dispose of motor oil or any other lubricating, cooling or fuel fluid substances in Marina dumpsters, waters or grounds whether or not in containers.
22. No minor without a valid Michigan driver's license is allowed to operate any motorized vehicle on the marina premises. All motorized scooters, pocket rockets and the like are banned from usage or storage at the marina. Any golf cart operated by a minor will be subject to removal from the marina.
23. In the event of any dispute, claim, question, or disagreement arising out or relating to this Application, the parties shall use their best efforts to reach a resolution. If such dispute cannot be settled through direct discussions within thirty (30) days, the parties shall, before initiating litigation, attempt to settle the dispute through the Alternative Dispute Resolution Program of the Michigan Boating Industries Association, 32398 Five Mile Road, Livonia, MI 48154-6109 (734-261-0123).

## ADDITIONAL RACK STORAGE CONDITIONS

1. In and out service starts April 15 and ends September 30. All winterizing has to be done outside the building prior to October 15. Any boats not winterized by October 15 may be contracted by the marina and billed to Lessee.
2. Lessor reserves the right to measure all Boats. Height of the Boat may affect the storage rates.
3. Hours of operation for the rack building will be Monday-Thursday from 8:15 a.m. to 8:00 p.m. and Friday-Sunday from 8:15 a.m. to 10:00 p.m. during the peak season from Memorial Day weekend through Labor Day weekend. During the slow season from April 15 until Memorial Day weekend and after Labor Day through September 30th, the hours of operation will be 8:15 a.m. to 6:00 p.m. each day. There is no in and out service from October – April 14.
4. Lessor requires that canvas and antenna be down and speedometer pickups and trim tabs up before storing. Any damage as a result of nonconformance to this rule will be the Lessee's responsibility.
5. No full gas tanks are allowed in the racks. Lessee is responsible for overflow of any gas or oil that causes damage to any Boat or Boats below and will be liable for said damages.
6. There will be no loading or unloading of Boats from trailers to racks or vice-versa.
7. Lessor uses reasonable care in moving Boats in and out of the racks. Any bottom scratches resulting from the sliding of the Boat into and out of the rack is considered normal wear and is not the liability of the Lessor. If additional carpeting is provided by the Lessee, Lessor will install on the Lessee's assigned rack.
8. Cars illegally parked in from of another tenant's well will be towed away at the owner's expense. All cars must be parked inside Building #5, #6, #7 or in the designated parking areas along southside of buildings #5 and #6, or in designated guest parking areas within the Marina.

## SECURITY RULES AND REGULATIONS

Belle Maer Harbor contracts security service with an independent company. In order for this service to be effective, we need everyone's compliance with the established rules for entry into the Marina.

The Marina gates are open 24 hours a day during the summer. The watchman monitors entrance at the front gate from his 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.

Access is achieved through the issuance of vehicle decals and membership cards by the Marina office. Guests are admitted to the Marina only upon invitation by our customers. The responsibility for the actions of guests admitted inside the Marina is borne by the customers who invited these guests. Customers must be present at the time their guests are given admittance into the Marina. The watchman will not accept guest lists by telephone. If the watchman has a written guest list on file, it shall be assumed that 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. The contractor must comply with all Marina environmental rules and regulations and pay any environmental fees which may be assessed by the Marina.
5. All outside contractors must pay a daily or annual fee as established by the Marina.