

CONDOMINIUM WINTER HAULOUT APPLICATION CONDITIONS

1. All boats must be removed from land in the Condominium area by the Friday preceding Memorial Day. After that date, the Marina is authorized to move any remaining boats on Condominium land to another storage area on the Marina premises at the boat owner's expense. A daily storage charge equivalent to the Marina summer well rate for that size boat will be incurred while the boat is stored on marina property. All moving and storage charges are payable to the marina in cash prior to the launching of the boat. Due to haulout time constraints and the order in which boats must be placed into buildings, boats contracted of inside winter storage may have to sit outside until the second week in November. After March 31st, the marina reserves the right to move outside any boats previously winter stored in buildings.
2. 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.
3. Condominium Owner agrees to remove all loose accessories and equipment (other than standard fixed equipment) including hull plugs before placing boat in storage. Outside storage winter covers to be supplied and installed by Condominium Owner who shall assume sole responsibility for damage and/or theft involving same.
4. The Condominium Owner (or Lessee) understands and agrees that he shall be solely responsible for insuring against all liabilities and other risks to, and relating to, his boat. The Marina (or Lessor) shall not be liable or responsible, in any way, for any loss, liability, damage or injury suffered to the Condominium Owner's boat, other property, or to any person, by or in connection with the haul-out and/or storage of the Condominium Owner's boat, including, without limitation, all actual, consequential, exemplary, punitive, incidental or other damages and losses. The Condominium Owner expressly acknowledges and agrees that the Marina's haul-out and/or storage of the Condominium Owner's boat does not create an expressed, constructive or implied bailment agreement between the Condominium Owner and the Marina, and the Marina does not warrant the protection, maintenance, condition or safety of the Condominium Owner's boat during haul-out and/or storage. The Condominium Owner shall rely solely on his own insurance coverage for any and all such damages and losses that shall occur during haul-out. Condominium Owner 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 in connection with the haul-out of Condominium Owner's boat and the storage of said boat anywhere on the Premises of the Marina.
5. Condominium Owner agrees that Marina shall have a possessory and/or maritime lien on stored items and that the said Marina 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.
6. Marina is not responsible for boat cradles.
7. Condominium Owner 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. The Condominium Owner acknowledges and agrees that the Marina shall have no obligation whatsoever to obtain any insurance coverage against the damage, destruction or theft of the Condominium Owner's boat, regardless of the cause.
8. Condominium Owner will strictly comply with the rules and regulations that shall from time to time be posted by the Marina for the regulation of said boat storage space and yards and the approaches thereto and for the admission of persons and property thereto.
9. In the event that the Condominium Owner 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 Marina from time to time for the operation of the said premises the Marina shall have the right to cancel this contract immediately and forthwith terminate all of the privileges granted herein to the Condominium Owner. Waiver of a violation of any of the terms and provisions of the contract shall not be construed as a waiver of any subsequent violation or violations.
10. Condominium Owner agrees that while the boat is moored or stored on Marina 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 Condominium Owner first notifies the Marina of the time and nature of said labor or installation and then only to the extent that the Condominium Owner and/or the person or business entity hired or permitted to perform labor or installation of machinery or equipment agree to indemnify and hold Marina harmless therefrom and to provide Marina with proof of adequate insurance coverage.
11. Condominium Owner agrees to reimburse Marina for reasonable attorney fees and costs relating to a suit or other collection efforts by Marina against Condominium Owner to collect any amounts due under this Contract or any amounts due and secured by the liens described in paragraph five (5) of this Contract.
12. In the event of emergency affecting the boat or other boats or persons or property, the Marina, in its sole discretion, reserves the right to move the boat provided that Marina shall not be required to provide this service. In the event such service is provided, Condominium Owner will be billed at Marina prevailing rates for the service rendered, which are posted in the Marina office and Condominium Owner shall be required to pay all costs incurred by Marina on Condominium Owner's behalf. Condominium Owner shall indemnify and hold Marina safe and harmless from any and all liability, injury, loss or damage caused by or resulting to Condominium Owner's boat due to an emergency situation.
13. Condominium Owner agrees not to hold Marina 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 Marina provided said loss is not caused by the gross negligence of the Marina or its agents and/or employees.
14. 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.
15. This contract and any rights granted herein to the Condominium Owner shall not be assigned or transferred.
16. 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 devise, and (5) the use of any open flame devise, toxic chemicals or any other hazardous equipment or materials in the docking or storage area is prohibited.
17. All trash, bottles, cans, waste and debris of any nature must be placed in plastic bag before depositing in trash barrels or receptacles.
18. Condominium Owner shall be responsible for the conduct of Condominium Owner's guests on the boat and on the Marina premises and Condominium Owner 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 Condominium Owner's family, invitees, licensees or contractors.
19. Noise shall be held to a minimum. Condominium Owner shall use discretion in operating motors, generators, or accessories capable of producing loud noise so as not to create a nuisance.
20. Condominium Owner will be liable for any damage to the marina grounds from use of antifreeze, gas, oil or any other substance and Condominium Owner 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 Condominium Owner, 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 Condominium Owner'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 Condominium Owner, its agents, employees, licensees, or invitees.
21. Marina 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, outdrives and bow pulpits). Beam will be widest measurement of boat.
22. 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.
23. 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.
24. 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 purification system has been installed to collect bottom paint and other residue from power washed boats. Marina is not responsible for any paint removed during bottom washing.
25. The BMH Condominium Well Owner or tenant is entitled to store his boat on land (in most cases in his parking area). The Association is obligated only to store a boat of a length equal to or less than the Condominium Owner's well unit will allow. Large boats cause an overflow of boat storage onto Marina property. Consequently, the boat owner will be charged for any additional square footage calculated by the excess length of the boat over the catwalk length times the beam of the boat times the marina outside storage rate.
26. 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.

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 man power 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.

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.