

BELLE MAER HARBOR

41700 CONGER BAY DRIVE - HARRISON TWP., MICHIGAN 48045
(586) 465-4534 FAX (586) 465-6956

For Office Use Only

WINTER STORAGE APPLICATION 2009

Name(s) _____ Summer Well # _____
 Telephone H: (_____) _____ W: (_____) _____ Fax: (_____) _____ Mobile: (_____) _____
 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 Agent/Phone # _____ Policy # _____ Exp. Date _____

Lessee agrees to store the above described boat subject to the conditions, charges and terms set forth below and on the back of this application:

THIS APPLICATION COVERS WINTER STORAGE FOR THE PERIOD FROM OCTOBER 1, 2009 TO MARCH 31, 2010. ANY BOAT LEFT IN STORAGE AFTER APRIL 15, 2010 WITHOUT A SUMMER 2010 CONTRACT WILL BE SUBJECT TO A DAILY STORAGE CHARGE EQUIVALENT TO 2010 SUMMER WELL RATE FOR THE BOAT DESCRIBED ABOVE. ABSOLUTELY NO BOATS ARE ALLOWED ON LAND AFTER THE FRIDAY PRECEDING MEMORIAL DAY. ANY BOATS LEFT ON LAND AFTER THAT DATE WILL BE SUBJECT TO REMOVAL TO ANOTHER STORAGE AREA AT LESSEE'S EXPENSE.

STORAGE CHARGES

Inside Cold Storage (See ¶ 25 on reverse side)	\$.405/sq. ft.
Inside Cold Storage on customer trailer (no hoist)345/sq. ft.
Inside Cold Storage for golf carts	100.00 ea.
Inside Heated Storage (See ¶ 25 on reverse side)695/sq. ft.
Outside Storage265/sq. ft.
Outside Storage on customer trailer (no hoist)195/sq. ft.
Cradle Handling Charge (Only if not stored with Lessor)	150.00 ea.
Powerboat shoring (\$150.00 minimum)	4.70/lin. ft.
Sailboat shoring (\$260.00 minimum)	9.35/lin. ft.
Power Bottom Wash36/sq. ft.
Shrink Wrap User Fee (See ¶ 20 on back side of form)85/lin. ft.

- NOTE:**
- \$50.00 surcharge for boats not scheduled by October 15 for haulout on or before October 31.
 - \$50.00 rescheduling fee should a scheduled appointment be broken without 24 hours notice.
 - Power washes of boat bottoms which are not painted may still show some residue. Marina is not responsible for any paint removal during bottom washing.
 - Building preferences will be acknowledged but cannot be guaranteed.
 - See ¶ 14 and ¶ 25 for Winter Storage restrictions

STORAGE CALCULATION

Inside Storage (circle your choice): Heated / Cold / Trailered Boat (Total sq. ft. _____ @ \$ _____ per sq. ft.)\$ _____
 Outside Storage (circle your choice): Shored / Trailered Boat (Total sq. ft. _____ @ \$ _____ per sq. ft.) _____
 Golf Cart Inside Cold Storage @ \$100.00 each _____
 Shoring @ \$ _____ per linear ft. (\$150.00 min. for powerboat / \$260.00 min. for sailboat) _____
 Power Wash: @ \$.36 per sq. ft. (see ¶ 23 on back side) _____
 Customer Cradle Handling Charge: @ \$150.00 (only in case of customer cradle not stored at Marina) _____
TOTAL CHARGES **\$** _____
 25% NON-REFUNDABLE DEPOSIT _____
 Less October rent applied _____

DEPOSIT BALANCE DUE WITH THIS APPLICATION **\$** _____

PAYMENT TERMS

25% upon application
 75% by haulout (100% if wooden boat 1988 or older)
 100% by December 1, 2009

Past due balances will be assessed a fifteen dollar (\$15.00) administrative late charge. Fifteen dollars will be added on the first of each month until the past due balance and administrative late charges are paid.

ACKNOWLEDGMENTS

MEMBERSHIP CARD REQUESTS: _____

Name	Relationship to Boat Title Holder
_____	_____
_____	_____

- (1) Definition of Length: Overall Length of boat including any appenditures thereto (i.e., swim platform and/or bow pulpit)
 (2) P / Power, S / Sail
 (3) Wood / Fiberglass / Steel / Aluminum
 (4) Inboard/ I/O / Outboard
 (5) Building preferences will be acknowledged but cannot be guaranteed.

AGREED AND ACCEPTED

 Signature Date

OFFICE USE ONLY:

Date Appl. Rec'd _____
 Customer Acct.# _____
 Summer Well # _____
 BUC Page # _____
 Date _____

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 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 be subject to removal to another storage area at Lessee's expense. 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. 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. 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, outdrives, 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, which are 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 for 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.
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. 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.
18. 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.
19. Lessee agrees to reimburse Lessor for reasonable attorney fees and costs relating to a lawsuit 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 22 of this Contract.
20. 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.
21. No power sanding or painting is allowed unless a) boat is tented with plastic and dropcloth is laid to collect painting/sanding debris and plastic is properly disposed of; or b) a vacuum sander, which is designed to collect all sanding debris, is used and residue properly disposed of.
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. 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 removal during bottom washing.
24. 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.
25. 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 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.