

**BOAT YARD BASIN**

**LESSEE REGISTRATION & SLIP RENTAL AGREEMENT**

**DATE:** \_\_\_\_\_ **2001** \_\_\_\_\_ **SLIP LEASED: UNIT #** \_\_\_\_\_

SLIP RENTAL AGREEMENT between \_\_\_\_\_  
hereafter known as OWNER and \_\_\_\_\_ herein known  
as LESSEE subject to the following terms and conditions.

**1. INSURANCE INFORMATION:**

LESSEE agrees to keep boat fully insured with complete marine insurance and release OWNER from any and all liability from loss, injury or damages to persons or property sustained while in or on MARINA facilities or premises. MARINA does not carry insurance on the property of the LESSEE. As LESSEE we certify that the registered boat is insured per the information listed on the OWNER/TENANT SLIP REGISTRATION form attached as Exhibit A.

**2. SLIP LEASE AGREEMENT PERIOD:**

From: APRIL 15TH 2001 \_\_\_\_\_ To: OCTOBER 30TH 2001 \_\_\_\_\_.  
For Slip # \_\_\_\_\_ at Boat Yard Basin, South Haven, Michigan.

**3. FEES AND TERMS:**

The above slip space is assigned per this slip rental application. The total rental for this space is:

\$ \_\_\_\_\_ dollars. A payment of

\$ \$300.00 \_\_\_\_\_

is received with this lease. The LESSEE agrees to pay the remaining balance of payment, \$ \_\_\_\_\_ before APRIL 1ST 2001 \_\_\_\_\_.

**4. OTHER PERSONS AUTHORIZED TO OPERATE BOAT:**

Boat may not be operated or entered by anyone other than the following persons:

\_\_\_\_\_  
\_\_\_\_\_

**5.** OWNER cannot and does not guarantee the continuity of electrical power. Each slip has its own electric meter. The arrangements concerning whose name the electric service shall be under and who will pay the bill will vary from owner to owner. There may be additional charges for electrical service for the operation of heaters or air conditioning units.

**6.** LESSEE may not sublet leased slip space and shall not slip a boat other than the one described in Exhibit A without written consent of OWNER and MARINA or its agent. Boat slipped without authorization may be removed and placed in storage at LESSEE'S expense and a lien placed against said boat for costs involved.

- 7.** LESSEE agrees to abide by the terms and conditions as set forth in this agreement, all rules and regulations set forth by the Bylaws of the Condominium Association, and all applicable federal, state and local laws or ordinance. LESSEE agrees that this is an agreement for rental and use of the facilities, together with the use of drives and parking areas and is not a bailment agreement.
- 8.** Dock boxes are allowed but must be approved by the OWNER or its agent.
- 9.** Should any dispute arise between OWNER and LESSEE, LESSEE agrees to submit and be bound by binding arbitration as developed by the Michigan Boating Industries Association of Northville, Michigan.
- 10.** OWNER has all the appropriate liens, state or federal on the LESSEE'S boat. In the event LESSEE becomes delinquent in payment for slip rental as described in this item, OWNER shall have the right to take over the property of the LESSEE and secure the property to the space or store it in any location. Space made available by removal of LESSEE'S property may be made available to another LESSEE at the direction of the OWNER.
- 11.** In the event a legal suit is brought on behalf of OWNER against LESSEE to collect amounts due or to become due hereunder or to enforce an appropriate maritime lien, LESSEE shall pay the OWNER'S reasonable attorney fees for such suit or collection plus cost as provided by law.
- 12.** In case of emergency, as determined by OWNER, OWNER shall have the right to move the LESSEE'S boat, if possible, if boat is unattended and LESSEE cannot be reached. However, under no circumstances is OWNER under any obligation to provide this service. Costs incurred by OWNER shall be billed at the normal rate. LESSEE agrees to indemnify OWNER and hold harmless from any and all liability, loss or damage caused by or to the subject boat. In general, LESSEE shall be solely responsible for an emergency.
- 13.** LESSEE agrees that only reasonable and customary use will be made of docks and facilities covered hereby, that no unnecessary wear and tear, disturbance, nuisance, rubbish or garbage will be permitted on the dock or premises, and that LESSEE will keep docks and premises free and clear of gear, tackle and other obstructions. All waste materials are to be bagged and placed in dumpster.
- 14.** LESSEE may work on his/her boat if such work does not interfere with rights and privileges of other lessees and owners. LESSEE desiring to use an outside or independent contractor must first notify OWNER of the contractor to be employed.
- 15.** No camping permitted overnight by City ordinance.
- 16.** LESSEE is not permitted to store said boat, cradle or trailer on leased premises at any time.

**17.** Any infraction of the Boat Yard Basin Master Deed and rules and regulations of the Association contained herein or as passed by the MARINA ASSOCIATION shall, at the option of the OWNER, cancel this agreement upon ten (10) days notice, and LESSEE shall remove their boat from the premises.

**18. SEVERABILITY:** Should any of the rules contained herein or any of the posted rules and regulations of the MARINA be found to be unenforceable all remaining parts of this agreement or posted regulations remain in effect.

**19.** LESSEE certifies that this agreement has been read and the terms and conditions set forth herein are fully understood. LESSEE further acknowledges that they have examined the slip where boat is to be placed and find it acceptable. OWNER and Agent make no representations or guarantees concerning water level. LESEE should make his own independent determination.

**20. GENDER** if more than one joins in the execution hereof as OWNER or LESSEE, or an OWNER or LESSEE be of the feminine sex, the pronouns and relative words herein used shall be read as if written in plural or feminine.

**ACCEPTED BY:** \_\_\_\_\_  
\_\_\_\_\_  
**LESSEE**                      **DATE** \_\_\_\_\_

**ACCEPTED BY:** \_\_\_\_\_  
\_\_\_\_\_  
**OWNER**                      **DATE** \_\_\_\_\_

**ACCEPTED BY:** \_\_\_\_\_  
\_\_\_\_\_  
**BOAT YARD BASIN CONDOMINIUM ASSOCIATION AGENT** **DATE** \_\_\_\_\_