

**2004 APPLICATION FOR MEMBERSHIP
HILLTOP MARINA PROJECT, LTD.
d/b/a WOODLAND HARBOR
525 Kentucky Avenue
South Haven, Michigan 49090**

*WOODLAND HARBOR, (Woodland), is a private marina
designed for the use and enjoyment of all Permittees*

BOAT SLIP AGREEMENT

Personal Information: Date: _____

Permittee's Name: _____

Street Address: _____

City, _____ State, _____ ZipCode: _____

Phone: (Day) _____
(Evening) _____
(Emergency Phone Number) _____

List Three References (name/relationship/phone):

Boat Information:

Make of Boat: _____ Name of Boat: _____

Year of Boat: _____ Hull/Serial
No.: _____

Draft: _____ Length: _____ Width: _____

Primary Use of Boat: _____ Fishing _____ Sailing _____ Motoring
Other _____

Last Marina Berthed at: _____

Address: _____

Manager's Name: _____ Rental Rate: _____

WOODLAND and PERMITTEE AGREE AS FOLLOWS:

1. **Term and Amount of Rent:** Permittee shall rent the slip for one (1) season at a cost of \$_____.

Seven Hundred Fifty Dollars (\$750.00) Dollars *non refundable deposit* is due on the signing and completion (including boat length) of this Agreement and return in the enclosed envelope by November 1, 2003. If the deposit and signed agreement are not received by November 1, 2003, management cannot guarantee the boat slip of choice will still be available after November 1, 2003. The balance is due by March 1, 2003. Boaters will not be allowed use of their slip unless all rent has been paid in full. A late charge of 1.5% of the unpaid balance per month will be assessed.

2. **Lease Terms.** The Permit is from **April 20, 2004 to October 8, 2004** subject to weather conditions and water level. The slip may not be used for winter storage. Water will be available in early spring and late fall depending on weather conditions and temperature.

3. **Facilities.** Woodland shall provide restrooms for the use of all slips, clubhouse and swimming pool. We cannot have a 24-hour maintenance staff in the bathrooms. PLEASE CLEAN UP AFTER YOURSELF. Do not leave toilet paper on the floor. Wipe down the sink/counter if you leave hair on it. Wrap dirty diapers or sanitary items before disposal. Do not leave food or bottles in the bathroom garbage cans. When the clubhouse bathrooms are being cleaned, they are **CLOSED**. You may not use them. You must go to the Kentucky Avenue bathrooms if you cannot wait.

4. **Swimming Pool and Clubhouse.** Use subject to regulations issued by management. The pool is closed after Labor Day. Pool passes are required. If you do not have your pass, please see Joe Seiler. He will do spot checks at the pool. Please make sure that someone in your group has a pass, or you may be asked to leave. Please do not be offended by this. We are trying to keep outsiders from using your pool. If you have guests, you can lend them your pool pass. Children are not allowed in the pool area after 7:00 p.m. This gives adults some time for quiet enjoyment of the pool.

5. **Parking.** Woodland shall designate an area for parking, but no parking space will be reserved for a Permittee.

6 **Limitations on Use.**

- (a) No overhang in each slip is permitted.
- (b) Permittee may not sublet the slip without approval of Woodland.
- (c) Returning boaters will be assigned their current slips, unless previous arrangements have been made with management.

- (d) All pets must be kept on a leash and walked in an area designated by management. Pets are not allowed in the clubhouse/pool area. Please make sure they are on a leash. Clean up after them. Do not let them urinate on the grass.
- (e) Permittee must keep the area around its boat clean.
- (f) Permittee may use outside labor for minor repairs to your boat, but Permittee should notify the management before doing so. No parts or equipment shall be placed on the docks. If you work on your boat, all tools and materials must be left off the walkways and stairs.

Please keep your hoses and cords coiled and your picnic area clean. Ground covers (mats, carpets) are not allowed on the walkways and patios.

- (g) No open flames are allowed on the docks. Closed fires in a Weber-type approved fire grill are permitted in specified areas. No firewood or charcoal will be stored on or near the dock areas or any adjacent marina property.
- (h) Garbage must be placed in plastic bags and deposited in dumpster containers provided by the marina.
- (i) Absolutely **NO** boat trailer storage is permitted.
- (j) Absolutely no overnight camping is allowed and tents and travel trailers are forbidden.
- (k) Any overnight accommodations must be limited to your boat.
- (l) No gasoline or other fuel may be stored anywhere in or near the marina. You **CANNOT** store gasoline or fill your gasoline tank at the marina. You **must** go to a licensed marina service facility. It is against the law and Woodland does not have a permit for gasoline dispensing. It is also extremely dangerous and presents the risks to everyone.
- (m) Nothing may be affixed by bolt, screw, nail or otherwise to any marina structure including but not limited to the piers, sea walls and pilings.
- (n) **THERE IS NO SMOKING IN THE CLUBHOUSE, DECK OR POOL AREA.**
- (o) After use of the kitchen, please wipe the counters and sink and any appliances you use and empty the garbage in the dumpster.
- (p) Children **must** be supervised. Adult supervision is require in the clubhouse and pool area. Children cannot linger in the bathrooms and like the adults, should clean up after themselves. Children are not allowed in the pool area after 7:00 p.m. This gives adults some free time for quiet enjoyment of the pool.

- (q) If you use the games, please return everything to the bookshelves and clean your table. Feel free to borrow the books for reading on your boat or at home. Please return them when you are finished.
- (r) You are responsible for the behavior of your guests.
- (s) DO NOT FEED THE GEESE.

This is not a rule, but a request. If you think you are the last one in the clubhouse at night, please lock the glass doors and exit through the bathroom. In the morning, if you are the first one there, please unlock the glass doors.

7. **Limitations of Liability.** This Agreement is for slip use only. Woodland Harbor is not responsible for theft or damage or any kind to the Lessee's boat, its contents, gear or equipment. Woodland Harbor has made no warranty, expressed or implied, as to the condition of the parking lots, walks, ramps, common docks or gear and shall not be responsible for injuries to person or property occurring thereon. Permittee must inspect its slip prior to acceptance of the slip and its occupancy.
8. **Damages.** Boat owners are responsible for damage to dock structures and pilings. In the event of an emergency, marina repairs or construction, Woodland Harbor reserves the right to move boats to other moorings.
9. **Dock Boxes.** No wooden or homemade dock boxes are allowed, unless approved in writing beforehand. Only fiberglass or similar materials will be allowed. All fiberglass boxes will be white.
10. **Dockside Procedures.** The Permittee agrees to comply with the dockside procedures as set by management. Breach of this contract or violation of these dockside procedures is cause for immediate termination of this agreement. In such case, Woodland Harbor may remove the boat from Lessee's slip at Permittee's risk and expense and retake possession of the slip.
11. **Boat repairs and Servicing.** In the event that major marine work must be completed on Permittee's boat, the boat will be moved to a designated service marina. This includes oil changes. Anyone leaving oil in containers in the dumpster or marina area will be referred to E.P.A. or Coast Guard.
12. **Emergency.** In the event of any emergency affecting Permittee's boat or other boats or persons or property, Woodland, in its sole discretion, reserves the right to move the boat provided that Woodland shall not be required to provide this service. In the event such service is provided, Permittee will be billed at the local prevailing rates for the service rendered and Permittee shall be required to pay all costs incurred by Woodland Haven on the Permittee's behalf. Permittee shall indemnify and hold Woodland safe and harmless from any liability, injury, loss, or damage caused by or resulting to Permittee's boat due to an emergency situation.

13. **Compliance With Local Ordinances.** Permittee further agrees to comply with all laws and all police, fire and sanitary regulations and all other Ordinances of the City of South Haven, County of Van Buren, State of Michigan, and any other governmental authority having jurisdiction over the Woodland Harbor premises.

14. **Insurance.** Permittee's boat must be covered by a marine insurance policy (hull coverage and protection and indemnity liability coverage). Reasonable evidence (either a certificate or true copy of a policy of insurance indicating coverage and payment of the premium) of insurance must be provided Woodland before Permittee takes possession of its slip.

15. **Reassignment.** Woodland reserves the right to reassign the Permittee's boat to another comparable slip if the assigned slip is sold to a third party. Any expenses for reconnecting utilities, if any, shall be borne by the Woodland.

16. **Utilities.** If and when separately metered or serviced, Permittee shall be responsible for subscribing and paying for any utilities requested.

17. **Remittance.** Please make check payable to Hilltop Marina Project and mail to:

Shores of South Haven
 Attn: Winston Moore
 300 Kalamazoo St.
 South Haven, MI 49090

LESSEE:

LESSOR:

**Woodland Harbor Marina, LLC,
 as agent for the owner**

By: _____

Its Agent Date

Signed: _____

Date Signed: _____

Slip Assigned:	# _____
Seasonal Rate:	\$ _____
Amount of Deposit:	\$ <u>750.00</u>
Balance Due:	\$ _____