

# Fishermans Way<sub>LLC</sub> Marina

## Contract Year 2018 & Conditions

1. Seasonal Dockage starts April 1 and ends October 31 of the contract year.
2. Payment Schedule. A completed application and at least \$100 non-refundable deposit to hold slip due with signed application and conditions; balance due April 1. It is understood that you agree with conditions upon payment.
3. Lessee accepts slip and fish cleaning station in "as-is" condition. Lessor makes no contract nor promise of navigability of dockage. No partial refunds given for fish station being out of commission.
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—dockage, storage, sales, repairs, testing or any other purpose whatsoever or brought on the premises by or for the benefit of the Lessee, or his invitees or licensees caused by an Act of God, explosion, fire, water, wind, theft, malicious mischief, civil commotion, collision, act(s) of terrorism or upset. The Lessor does not assume injuries to Lessee, members of his family, invitees or licensees of the Lessee while on the Lessor's premises or within the boundaries of the Lessor's property, and that the Lessee shall save the Lessor harmless from any and all liability arising from loss, injury, or damage to person or property asserted by any third party and arising from the negligence or fault of the Lessee.
5. Lessee agrees that the Lessor shall have a possessory and/or maritime lien on stored items and that the said Lessors shall have the right to refuse to launch any boat, deliver any item, refuse to permit them to be removed from the premises until all the terms and conditions of this agreement have been fulfilled.
6. Lessor reserves the right to measure all boats, including boarding the craft to do so.
7. Lessor agrees to exercise discretion and consideration in keeping the adjacent areas of the dock and property in a clean, uncluttered condition free from anything which is a fire or safety hazard. Lessee further agrees not to place or store gasoline or petroleum products 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 the trucks directly or by any other method while said boat is in the boat-well. Lessee agrees not to dispose of motor oil or any other lubricant, coolant, fuel, fluid substance in marina dumpster, waters or grounds whether or not in containers left on marina's grounds. Lessees agree to abide by the laws and regulations of the State of Michigan and the United States.
8. Lessee agrees to keep the above designated boat fully covered by insurance. Proof of which (certificate of insurance) shall be furnished to the Lessor and which said vessel is hereby waived by the Lessee. **Commercial lessees shall submit a certificate of insurance with Fishermans Way LLC named as an additional insured. Obtain this from your insurance agent.**
9. Lessee will strictly comply with the rules and regulations that shall from time to time be posted by Lessor for the regulation of said boat dockage space, yards and approaches thereto and for the admission of persons and property thereto.
10. 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.
11. Lessee agrees that while the boat is moored or stored on Lessor's premises, no person or business entity will be hired or permitted to perform any labor on the boat and/or to make an installation of machinery or equipment thereon unless the lessee first notifies the Lessor of the time and nature of said labor or installation and then only to the extent that the Lessee and/or the person or business entity hired or permitted to perform labor or installation of machinery or equipment agree to indemnify and hold Lessor Harmless there from and to provide Lessor with proof of adequate insurance coverage.
12. Lessee agrees to reimburse Lessor for reasonable attorney fees and costs relating to a suit or other collection efforts by Lessor against Lease to collect any amounts due under this contract or any amounts due and secured by the liens described in paragraph three (3) of this contract.
13. Lessee agrees to exercise care and caution in the operation of his watercraft in and out of the marina and not to create excessive wash.

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## Conditions (cont'd)

14. 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.
15. Lessee agrees not to hold Lessor liable for any loss caused by the weather or any other event beyond the control of the Lessor provided said loss is not caused by the negligence of the Lessor or its agents and/or employees.
16. 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.
17. Lessee agrees that past due balances will be assessed a Twenty Dollar (\$20.00) administrative late charge. Twenty dollars will be added to the account on the first day of the month following due payment and another twenty dollars added on the first of each subsequent month until the past due balance and administrative late charges are paid in full.
18. Cars illegally parked may be towed away at owners' expense. Each lessee is allowed two slots and/or nearly adjacent to their rented slip. Guests may park in these slots (at lessor's discretion) or in the lot near the access road (Fisherman's Road).
19. This contract and any rights herein may be terminated should the Lessee walk a pet inside the marina without a leash and an implement and bag for disposal of pet waste. Unleashed or unattended animals, or animals chained to any marina property will be turned over to the Berrien County Animal Control Center.
20. Dinghies will not be stored on the grass or sidewalk. Tents and patio enclosures, ATVs, Jet Skis or RVs of any type will not be allowed to be setup or used on marina grounds without prior written approval. There will be no launching or retrieving of jet skis or similar personal type watercraft within the marina without prior written approval. Approval may be rescinded at any time.
21. Lessee accepts all responsibility for self and invitees when using any marina facility and agrees to abide by the rules and regulations as posted at the Marina office. Lessee will attest and/or make whole that invitees/licensees and themselves have left the marina and its facilities in as good and clean a condition as they found it.
22. No fireworks are permitted within the marina.
23. Use of the **Fish Cleaning Station** is limited to Marina Lessees ONLY. Unauthorized persons will be asked to vacate the premises and repeated violations by lessees allowing others to use them will result in a suspension or revocation of its use.
24. The property north of the wooden gate is private; please refrain from walking through this section.
25. Key Deposit: \$25. Re-issue a lost key: \$ 50
26. \$100 CREDIT for each paid-in-full season referral.

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## 2018 Fee Schedule

<b>Fees</b>	<b>Slip Fee</b>	<b>Fish Cleaning Station (+ Slip Fee)</b>	<b>Covered Slips (+ Slip Fee)</b>	<b>Proof of Ins</b>	<b>FW as Secondary Insured</b>
<b>Charter</b>	\$2,000	\$600	\$600	X	X
<b>Non-Charter</b>					
Over 30'	2,600	\$100	\$400	X	
26 to 30'	\$2,000	\$100	\$400	X	
Under 26'	\$1,600	\$100	\$400	X	
<b>Jet Skis</b>	\$1,000			X	
<b>Zodiacs</b>					
>20'	\$1,200			X	
< 20'	\$1,000			X	
Overnight Rental (Transient)		\$2	Per Foot Per Night		