

This is an agreement between YACHT BASIN CORPORATION, d.b.a. Yacht Basin Marina, a Michigan Corporation and YACHT BASIN PARTNERS, LLC, or their successors, located at 1862 Ottawa Beach Rd, Holland, Michigan, 49424 ("Marina"), and the vessel Owner ("Owner").

***Payment and use of rental space (slip, in/out, and/or storage) acknowledges and binds Owner to all rules and policies of the Marina, regardless of whether Owner has signed this contract.***

## **TERM & TERMINATION**

This agreement between the Marina and the Owner shall remain in full force and effect and will renew automatically from year to year, unless terminated by the Marina or the Owner. Marina may from time to time modify this agreement or attachments with timely notice to the Owner of said modifications. Any disputes arising under the terms of this contract shall be governed by the laws of the State of Michigan. The venue for any legal action pursuant to this agreement shall be Ottawa County, Michigan.

Upon termination of this agreement by either party, the Owner shall vacate the Marina property or be subject to daily storage charges in effect at that time. Owner shall leave Marina facilities in as good condition as at the commencement of this agreement, subject only to normal wear and tear.

Termination of this agreement by Owner must be in writing and submitted to the Marina office by e-mail at [info@yachtbasinmarina.com](mailto:info@yachtbasinmarina.com) or in person or by first class mail to the following address: Yacht Basin Marina, 1862 Ottawa Beach Road, Holland, MI 49424.

If Owner fails to keep, perform and/or observe any of the provisions contained in this agreement or attachments, the Marina may terminate this agreement upon notice to Owner. The Owner shall then immediately pay in full any outstanding balances due to Yacht Basin Marina and/or Boat Service & Outfitters, remove the vessel, leave and vacate the Marina's premises.

The failure of either party to enforce at any time the provisions of this contract, or to exercise any option which is herein provided, or to require at any time performance of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of such party thereafter to enforce each and every provision of this contract.

## **OWNER'S DUTIES**

*Yacht Basin Marina does not insure your boat!* Owner agrees to have his boat insured at all times with complete marine hull coverage including personal liability, property liability and bodily injury and shall provide the Marina with evidence of such coverage upon demand and Yacht Basin Marina must be named on the policy as additional insured.

Owner shall be held responsible for any injuries, loss and damages caused to other boats in the Marina or to the Marina facilities and property by Owner or any Owner's family member or guest visiting Marina. Owner agrees to notify the Marina of termination of insurance policies in effect pursuant to the terms of this section. Owner agrees to accept full responsibility for any property damages and injuries of any nature to himself, any family member, guests and others visiting the Marina. In no event shall the Marina assume any liability for injuries of any kind. Owner shall indemnify Marina against any and all claims of money awards relating to any family member or visitor claiming injuries. Indemnification shall include any subrogation claim by any insurance company for damages of any nature to Owner's boat.

During the duration of this agreement, the Marina may reassign the subject vessel to another location in the Marina as it may designate. The Marina does not allow assignment of this agreement to any other Owner or vessel, and no other vessel may occupy the space assigned to the above-named vessel without obtaining prior consent of the Marina.

Owner may not make any repairs, improvements, modifications, or alterations to any property owned by the Marina without first obtaining the consent of the Marina. Owner, Owner's family, guests, agents or employees agree to use and maintain all Marina facilities and property available for Owners use in a careful, safe, prudent and proper manner, and in such condition so as to prevent damage or injury to any person, vessel, or to any facility or property located at, stored in, or owned by the Marina.

Environmental regulations PROHIBIT fueling a vessel from containers of any kind on our premises, including the docks. Owner shall be solely responsible for the cost of any cleanup resulting from a fuel spill from containers, and may be subject to applicable fines. Owner agrees to have his vessel fueled only at a designated fuel dock.

The Owner understands and agrees to follow the Michigan Clean Marina Program Best Practices as posted at various locations on Marina property.

Owner agrees to leave one complete set of keys and/or combination for access to the above-named vessel with the Marina, and grants to the Marina the right of reasonable access to the vessel at all times it is on the Marina's property or in its facilities. Vessels will not be shown to others, nor will others be allowed on or inside of said vessel, unless accompanied by Owner. Owner agrees to carry insurance on the vessel and to provide proof of insurance upon request.

Owner, Owner's family, guests, agents and employees agree to obey all marina rules, regulations, procedures and applicable laws as may be posted on the Marina premises and/or provided to the Owner from time to time.

Owner understands and agrees that no competitive labor or subcontractors will be allowed upon the premises of the Marina, ashore or afloat, without prior notification and approval of the management of the Marina, and Owners will not direct or order such persons to Yacht Basin Marina unless they have been so approved and checked in at the Marina office. The Marina reserves the right to perform all other work and/or maintenance on the vessel unless done by the Owner or members of Owner's family. Any exceptions to the above are to be arranged for by the Owner and must have approval in writing from management of the Marina. A list of subcontractors who are allowed on Marina property is available in the Service Office. The Marina reserves the right to handle all sub-contractor billing for work performed on Marina property, and to add a surcharge to the billing. Any "for hire" individual or vendor who does not have proper authorization, insurance, and/or does not sign in will be deemed to be trespassing on Marina property and removed. Failure to comply could terminate this contract and cause additional storage and handling charges to Owner.

Owner understands and agrees that should any Marina property or service need to be kept open after normal working hours, or should there be a need for the Marina to clean up any litter, debris, dirt or mess resulting from work done by Owner or members of Owner's family, his agents or contractors, the Marina shall bill the Owner at the current yard rate with a minimum charge of one (1) hour.

Chartering of Owner's vessel or engaging in any commercial activity on or of the docks, property, and improvements and other property owned by the Marina is expressly prohibited without prior written consent of Marina. A certificate of appropriate liability insurance is also required.

The Owner agrees to give the Marina immediate written notice if the vessel is sold, donated, or ownership is otherwise relinquished, indicating the new Owner's name, address and telephone number and the terms of the sale, including the terms, if any, for the payment of any unpaid debt to the Marina. The new owner shall not have any right whatsoever, under this agreement or otherwise, to a slip, in/out rack, storage space, or service at the Marina, unless said right is expressly granted in writing by the Marina. Owner will be responsible for all charges under this agreement until the vessel has been removed from Yacht Basin Marina or the new owner has contracted with Yacht Basin Marina for rental space.

**Pets are welcome** at the marina as long as they are attended to at all times. Please keep pets away from walkways—do not force others to walk around your pet. Take your pet to the designated areas for their relief - pet waste bags are provided. Keep barking to a minimum, and keep your pets on a leash when walking them.

If the Owner fails to keep, perform and observe any of the provisions contained in this agreement, the Marina may terminate this agreement upon notice to Owner. The Owner shall then immediately pay in full any outstanding balances due to Yacht Basin Marina and/or Boat Service & Outfitters, remove the vessel, leave and vacate the Marina's premises.

## **PAYMENT**

Any rental space or work contracted for by the Owner or merchandise purchased from the Marina or the ship's store, Boat Service & Outfitters, will be paid in standard terms of net cash, payment due upon receipt of invoice. Owner agrees that a finance charge of 1-1/2% per month (18% per year) may be charged to all accounts not paid after 10 days from the invoice date and that failure to pay according to the above terms may be cause for termination of this agreement by the Marina. No vessel will be released until charges accrued against the vessel have been paid in full.

This agreement applies to slip rental, in/out service, storage, merchandise purchases, maintenance, repairs, subcontracted labor, and all other services performed or arranged by Yacht Basin Marina and/or Boat Service & Outfitters.

The Owner grants to the Marina an express lien upon the vessel to secure payment of all amounts remaining due and unpaid pursuant to the terms of this agreement and for all amounts unpaid for any work, labor, service, material, or improvements provided by the Marina on or for the vessel or for the Owner and for any unauthorized extensions of the time period set forth in this agreement.

All accounts are payable in full upon receipt of invoice or statement. Finance charges will be imposed if charges are thirty (30) days overdue at the next statement billing cycle. Finance charges are computed as follows:

- (a) Payments and credits (returns, rebates, adjustments, etc.) are deducted from the previous balance.
- (b) A finance charge of 1.5 % per month (18% annual) is imposed on the remaining balance with a minimum finance charge of \$1.00.

All unpaid accounts become delinquent and are closed to future charges after sixty (60) days.

At the discretion of Yacht Basin Marina, Owner's privileges at the Marina may be suspended for non-payment of invoices, including but not limited to termination of pool access card, termination of in/out service, and termination of slip access by locking boat to dock.

Yacht Basin Marina and Boat Service & Outfitters will take whatever action it deems necessary to effect collection of delinquent accounts including but not limited to legal action or a maritime lien. If it becomes necessary to refer a delinquent account to an attorney for collection or pursue an action through Small Claims Court, the Owner will be responsible for payment of attorney fees and Court costs. The venue for any legal action will be Ottawa County, Michigan.

Yacht Basin Marina and Boat Service & Outfitters may effect a maritime lien against the described vessel securing the amount of any charges for labor, materials, supplies, installations, towages, hauling, and/or any other necessities set forth in the Agreement and/or in 46 USC Sec. 31342 and the Michigan Marina and Boatyard Storage Lien Act (MCLA 570.371 – 570.379). Owner agrees to submit the vessel to the provisions of 46 USC Sec. 31342 and/or the Michigan Marina and Boatyard Storage Lien Act (MCLA 570.371 – 570.379). The term "necessaries" shall include any and all attorney's fees and costs of collection for the collecting of any unpaid sums. The Owner/Agent shall be responsible for all pre and post judgment fees.

Owner is not authorized to remove the vessel which is the subject of this agreement from Yacht Basin Marina until all accounts for Yacht Basin Marina and Boat Service & Outfitters are paid in full.

#### **LIMITATIONS OF LIABILITY**

The Marina assumes no responsibility for any pilferage or damage caused by vandalism, unlawful disturbance of the peace, or for any other reason. The Marina shall not be liable for any loss of or damage to the vessel by fire or the elements. The Owner further understands and agrees that the Marina is not responsible for any minor scratching, gouging, or abrasions of whatever kind or nature which occur during any handling or storage to the vessel deemed necessary by the Marina.

The Marina shall not be liable for any loss of or damage to Owner supplied dock boxes or their contents, jack stands, dinghies, bicycles or any other personal items left on the Marina property by Owner.

The Owner understands and agrees that the Marina does not warrant the quality, fitness or condition of ladders, platforms, docks, slips, walks, ramps, electrical wiring, plumbing, gas pumps, roads, parking lots, equipment, or gear on its premises or which may be made available to the Owner, Owner's family, guests, agents or employees. The Owner hereby jointly and severally releases and forever discharges Yacht Basin Marina, Yacht Basin Partners and Boat Service & Outfitters and their agents, owners, employees and affiliate corporations or those who might be claimed to be liable for accident, damage, injury or other occurrence while the Owner, the vessel, or their property is or are upon the premises of the Marina by reason of any claims, suits or damages of the Owner, his family, guests, agents or employees. The Owner understands and agrees that Yacht Basin Marina, Yacht Basin Partners and Boat Service & Outfitters assumes no responsibility and shall not be liable for any injuries to the Owner, Owner's family, guests, agents or employees while said individuals are on Yacht Basin Marina's premises or within the boundaries of Yacht Basin Marina's property. Owner shall reimburse the Marina for any damage to the facilities and properties of the Marina caused by Owner, Owner's family, guests, agents or employees or the vessel. Owner shall indemnify and hold the Marina harmless from and against any and all losses, costs, damages, liabilities, expenses, injuries, demands, lawsuits and claims of every kind and nature whatsoever, to and/or against Yacht Basin Marina, Yacht Basin Partners and/or Boat Service & Outfitters by any person, firm or corporation by way of damages or otherwise, consequent upon or arising from the use or occupancy of said premises by Owner, Owner's family, guests, agents or employees or consequent upon or arising from any acts, omissions, neglect or fault of Owner, Owner's family, guests, agents or employees, or consequent upon or arising from the failure of Owner, Owner's family, guests, agents or employees to comply with all relevant state, county and municipal laws, statutes, ordinances or regulations, or from the failure of Owner, Owner's family, guests, agents or employees or the vessel to perform, comply with and observe any provision contained herein or by reason of any act or the negligence of Owner, Owner's family, guests, agents, employees or the vessel, or any dangerous condition existing on said vessel, or created by Owner, Owner's family, guests, agents or employees.

#### **Waiver of Liability**

Owner hereby acknowledges that the use of the Yacht Basin Marina facilities is undertaken with knowledge of risk of possible injury, i.e. walking on the docks, climbing ladders, swimming in the pool, using playground equipment, fueling of vessels, entering and exiting vessels, etc. Owner hereby accepts all risk of injury to himself, his family, guests, agents or employees sustained while using the Yacht Basin Marina facilities or while involved in any event or activity incident to this contract. In accepting the risk of injury, Owner understands that he is relieving Yacht Basin Marina and Yacht Basin Partners, their directors, officers, partners, shareholders, employees, agents, and affiliates from all loss, cost, claims, injury, damages, or liability sustained or incurred by Owner, Owner's family, guests, agents or employees resulting from or arising out of any conduct or event connected with said contract.

Owner further agrees to hold harmless and indemnify Yacht Basin Marina and Yacht Basin Partners and their directors, officers, partners, shareholders, employees, agents and affiliate corporations from all liabilities or claims of injury to person or property not arising from the negligence of Yacht Basin Marina or Yacht Basin Partners connected with this contract and use of any of the Yacht Basin Marina facilities.

## MARINA RULES

- ✓ All contracts MUST be paid in full prior to occupancy. A 1.5% per month (18% annual) finance charge will be assessed to all past due balances. Cable is available at \$50 per season. One 30 amp outlet is provided. A \$250 charge applies for additional power, if needed.
- ✓ This is a family-oriented marina and you are responsible for your family and guests. Be considerate of those around you. Observe a low sound curfew at 11 pm per Park Township ordinance.
- ✓ Bag your garbage and dispose of it in one of the dumpsters located around the property. Do not put used oil, hot coals, or fish in garbage dumpsters. Dispose of used engine oil, antifreeze and batteries ONLY in designated areas on the marina property.
- ✓ Stay out of the heads (bathrooms) when attendants are cleaning and the "CLOSED" sign is posted.
- ✓ Check with marina management before putting carpet, ladders, or other items requiring holes to be drilled in pilings or docks.
- ✓ The owner understands and agrees that the Marina does not warrant the quality, fitness or condition of ladders, platforms, docks, slips, walks, ramps, electrical wiring, plumbing, gas pumps, roads, parking lots, equipment, or gear on its premises or which may be made available to the owner, owner's family, guests, agents or employees.
- ✓ Empty porta-potties only in the designated area behind the service shop.
- ✓ Owner understands and agrees that no competitive labor or subcontractors will be allowed upon the promises of the Marina, ashore or afloat, without prior notification and approval of the management of the Marina.
- ✓ As required by our insurance carrier, all outside contractors are required to register with the service office and provide written proof of insurance prior to performing any work on marina property. Failure to provide this information will constitute trespassing.
- ✓ **DO NOT** fill your fuel tanks from portable containers while on marina property.
- ✓ The anti-siphon valves on the dock water faucets are required by Park Township ordinance. Removal of these devices could create a vacuum and subject other boats to contamination in their drinking water. Owners who remove these devices will be required to pay for a replacement device, and subject to applicable fines and possible termination of their rental contract.
- ✓ Your slip contract requires that you notify the marina if your slip is to be vacant for more than 48 hours. We must insist on compliance due to the near full occupancy of the marina.
- ✓ Marina policy and Park Township ordinance does not allow vehicles or boats "For Sale" to be parked on Marina property other than designated areas. These items may be towed or removed at owner expense.
- ✓ Park only in designated areas and do not block dumpsters, service doors, or traffic lanes.
- ✓ Open flames, charcoal grills, and fireworks of any kind are prohibited on marina property.
- ✓ Gas grills are not allowed on docks or finger piers at any time.
- ✓ Clean up after using the marina's gas grills and make sure they are available for everyone to use.
- ✓ Notify marina personnel if non-customers are using any facilities - especially the pool, bathrooms, laundry area or fish cleaning station.
- ✓ Please treat the marina facilities, especially the heads, as you would your own facilities and clean up after yourself.
- ✓ Do not post signs of any type on marina property without first obtaining permission from the marina office.
- ✓ Observe "no wake" areas as posted and always operate your boat at its minimum possible speed until away from all docks.
- ✓ All work to be performed by marina personnel must originate with our service office located in the Boat Service & Outfitters store. We will not be responsible for work order requests given directly to service personnel.
- ✓ Slip renters, storage and in/out customers will be held responsible for their family and guests' behavior.

**CONTACT INFO:** Phone 616-786-2205 or Fax 616-786-0777

E-mail: [info@yachtbasinmarina.com](mailto:info@yachtbasinmarina.com) Web: [www.yachtbasinmarina.com](http://www.yachtbasinmarina.com)

***In situations not covered by any marina rules, please use common sense.***