

SUMMER RENTAL CONTRACT

Name _____ Home Telephone _____

Mailing Address _____ Business Telephone _____

City _____ State _____ Zip _____ Email Address _____

Driver License # _____ Date of Birth _____ Last 4 of Social Sec. # _____

Vessel Make _____ Model _____ Year _____ Length _____

Vessel Name _____ Is Trailer to be stored at Marina: YES _____ NO _____

If Yes, Trailer Make/Color: _____

This is an agreement between North Shore Marina, Inc., A Michigan Corporation, Spring Lake, Michigan 49456 (called "Marina" in this document), the named vessel and the owner of that vessel.

The agreement is, that for a fee stated in the current berthing rate schedule, the Marina grants permission to the owner and the vessel for the use of one of the Marina's slips or In/Out service, which includes providing certain services as specified in this agreement by the Marina to the vessel and/or to the owner as follows:

1. The Marina will provide Dockage or In/Out service. Dockage begins on or after April 1 and extends to October 1. In/Out service begins on or after May 15 and extends to September 15. The above time period may be extended at either end with the permission of the Marina.

2. Accompanying this contract, after being signed by the owner, is a reservation fee in the amount of 1/2 of the fee, unless previously paid. This reservation fee is partial payment for the total fee charged by the Marina for the use of the slip and certain services. The remaining amount must be paid as determined by Marina for each season, but no later than April 10th of each year. If the fee is not paid in full on or before that date, the Marina reserves the right to reassign the slip or In/Out service and cancel this agreement. No vessel shall be deemed accepted by the Marina until this agreement has been appropriately signed by owner and the Marina representative. No refund or rebate of the reservation fee will be allowed if this agreement is canceled, nor will any refund of said service cost be allowed if this agreement is terminated for any reason prior to its expiration.

3. The Marina does not allow an assignment of this agreement to any other owner or vessel, and no other vessel or boat may have use of the slip or In/Out service assigned to the above-named vessel without obtaining the prior consent of the Marina.

4. Any work contracted for by the owner or merchandise purchased from the Marina 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 percent per month (18% per year) may be charged to all accounts not paid 10 days from the invoice date and that failure to pay on the above terms may be cause for termination of this agreement by Marina.

5 Owner may not make any repairs, improvements, modifications, or alterations to any slip or other property owned by the Marina without first obtaining the consent of the Marina. Owner agrees to use and maintain any slip assigned to the vessel and all other marina facilities and property available for owner's 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. No char-cooking or open flame allowed on boats or docks.

6. The Marina assumes no responsibility to the owner for any pilferage or damage caused by vandalism, riot, or unlawful disturbance of the peace, or for any other reason. The Marina shall not be liable for its own negligence and/or negligent acts causing any loss or damage to the vessel by fire or the elements unless said loss is due to the Marina's gross negligence. The owner further understands and agrees that the Marina is not responsible for any scratching, gouging, or abrasions of whatsoever kind or nature to the above-named vessel, unless it is due to the gross negligence of the Marina.

7. The 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 if within Marina's storage and dockage areas. Vessels will not be shown to others, nor will others be allowed on or inside said vessel, unless accompanied by owner.

8. North Shore Marina requires the vessel to be fully insured by its owner. North Shore Marina is not liable for loss of damage caused by fire, theft, the elements, heat, cold, frost, rust, unlawful disturbance, vandalism, etc. North Shore Marina does not carry insurance to cover this risk. To the extent permitted by law, customer waives any right on the part of his or her insurer against North Shore Marina, Inc. and its employees, agents, and servants by way of subrogation for loss or damage to property no matter how caused.

9. The owner understands and agrees that the Marina does not warrant the quality or condition of ladders, platforms, docks, slips, walks, ramps, electrical wiring, plumbing, gas pumps, roads and parking lots, equipment, or gear on its premises or which may be made available to the owner, members or owner's immediate family and/or guest. The owner hereby releases and forever discharges the Marina and its agents, owners and employees who might be claimed to be liable from and all claims, damages or causes of action of whatsoever kinds or nature resulting from any accident, damage, injury or other occurrence while the undersigned, the vessel, or their property is or are upon the premises of the Marina, unless due to the Marina's gross negligence. Owner shall reimburse the Marina for any damage to the facilities and properties of the Marina caused by owner, his family, guests, visitors or the vessel.

10. When the time period specified in paragraph 1, comes to an end, the owner shall vacate and leave the slip assigned to the vessel in as good condition as at the commencement of this agreement, subject only to normal wear and tear.

11. When the assigned slip is not occupied by the owner's vessel for more than 24 consecutive hours, the Marina has the right to use the slip for any purpose it may deem appropriate without payment or compensation to owner.

12. Electrical power, water and cable TV are included in the basic rate except for boats that require two shore-power cords or 220 volts. The fee for supplemental electrical power will vary depending on rates charged by the Marina for such service.

13. Owner agrees to obey all rules, regulations and procedures as may be posted on the marina premises or sent to the owner at their mailing address from time to time. Including no swimming from boats or docks, walking pets in designated areas, and keeping pets under full control of owner at all times.

14. This contract will serve as notice possessory lien granted to North Shore Marina, Inc under the Michigan Marina and Boat Yard Storage Lien Act, Public Act 362 of 1998 as amended, and the possessory lien may be enforced in accordance with such Act. The Act permits the Marina to retain possession of the boat until the slip, storage, and service fees are paid in full. If the payment of these fees is more than 180 days in default, the Marina may enforce the lien by selling the boat at a commercially reasonable public sale under the terms set forth in the Act.

15. This agreement between the Marina, the vessel, and the owner shall remain in full force and effect from year to year, commencing on May 1 of each year following the year this agreement was signed and extending until October 15 of that year and each year thereafter during the same time period until either Marina or owner terminates this agreement. Termination at any time may occur after October 15 of each year following the year of this agreement but must be prior to March 1 of each following year.

16. Should a owner desire to have work done by an outside contractor on Marina's premises, the owner must notify Marina of this fact and the contractor must register at the Marina office each time he comes to work on Marina premises during regular business hours with proof of insurance, state sales license, and workman's comp. insurance.

17. Due to the nature of in/out service, Marina will not be responsible for any damage that may occur to vessel while vessel is unattended.

18. There will be a charge for trailer storage for the summer season. Marina is not responsible for theft or damage to owner's trailer.

19. In/Out boats are entitled to one spring launch and one fall trailer load. Additional loading will incur customary additional charges.

20. If the owner fails to keep, perform and observe any of the provisions contained in this Agreement, the Marina may reassign any slip then assigned and terminate this agreement upon notice to owner. The owner shall then immediately remove the vessel, leave and vacate the Marina.

21. The owner agrees not to display "For Sale" signs on vessels that are for sale but not brokered with Marina. If vessel is brokered with Marina, Marina will display a Marina "For Sale" sign on said vessel.

22. Marina does not permit the parking of jet skis, RV campers, tents, etc. in front of slips and/or on Marina property.

23. Any boat owner spilling or disposing of oil or hazardous material will be responsible for clean-up.

24. All fish cleaning must be done at a fish cleaning station. Fish offal must be double bagged and disposed in the fish freezer.

NORTH SHORE MARINA and the owner have signed this agreement.

NORTH SHORE MARINA, INC.

OWNER

BY: _____

ITS: _____

DATE: _____
