

**THE CITY OF EAST JORDAN
BOAT SLIP PERMIT AGREEMENT 2018 SEASON**

DATE _____

NAME _____ HOME PHONE (____) _____

ADDRESS _____ WORK PHONE (____) _____

CITY _____ STATE _____ ZIP _____

DRIVERS LICENSE NO. _____ BOAT NAME _____

BOAT MAKE _____ POWER _____ SAIL _____ YEAR _____ BEAM _____

LENGTH _____ (Include swim platform)

REGISTRATION NO. _____ DRAFT _____

ATTACH COPY

INSURANCE COMPANY _____ ATTACH CERTIFICATE OF INSURANCE

SEASON RENTAL RATE _____ SLIP NO. _____ SLIP SIZE _____

**DEPOSIT OF \$200.00 REQUIRED
(NON-REFUNDABLE)**

Deposit of \$200.00 must accompany signed Agreement. Balance of fee must be paid prior to docking but no later than May 15th 2018. This agreement shall be null and void if not paid in full prior to docking or prior to May 15th 2018, whichever occurs first.

THIS PERMIT AGREEMENT, entered into this _____ day of _____, 2018, between the CITY OF EAST JORDAN, hereinafter referred to as "CITY", and _____ hereinafter referred to as "PERMITTEE", is subject to the following terms and conditions;

1. Grant of Permit. PERMITTEE is hereby granted a permit for the use of a boat slip for the 2018 boating season (as defined in Paragraph #5) at the EAST JORDAN MARINA.
2. Assignment. This permit is granted to a specific PERMITTEE, and boat, and is not assignable to any other person, entity or boat without the advance written consent of the HARBORMASTER. Partial disposition of ownership by the PERMITTEE must be reported to and accepted in writing by the HARBORMASTER to continue the grant of this permit in full force and effect.
3. Limited Use of Permit. It is agreed that the purpose of this Permit is to allow the PERMITTEE to dock the boat described above at the subject marina and that the subject boat is to be utilized exclusively for the personal recreational use of the PERMITTEE. Any commercial use of the boat by the PERMITTEE and/or his/her assigns is a violation of the Permit and will result in immediate termination of same and loss of all rights and privileges herein.
4. Auxiliary Craft. Dinghies or other auxiliary craft of a size suitable to be carried on board the boat may be water-stored in the slip so long as this storage does not extend beyond the limits of the assigned slip, and providing the auxiliary craft is removed from the slip when the boat is out of the subject harbor for more than one day.
5. Staffing Schedule. The staffing schedule set forth in this paragraph may be changed or amended at any time in the sole discretion of the CITY. Utilities and services will be provided according to the schedule. PERMITTEE may, at his/her own risk, occupy the assigned slip prior to and after the dates in the staffing schedule, provided, PERMITTEE shall indemnify, hold harmless and defend the CITY for any and all losses, damages or injuries resulting from PERMITTEE'S occupation of said slip outside and during the staffing schedule. The CITY reserves the right to adjust the staffing schedule in the event of an emergency, facility breakdown or personnel shortages. The CITY further reserves the right to adjust the electrical, water, fuel or sewage pump-out services provided in the event of emergency, facility breakdown, or due to the effects of unusually high or low water elevations.

SEASONAL DOCKING FEES

(Fees set by Michigan DNR)

Incremental pricing per length of boat

See Attached Pricing

STAFFING SCHEDULE

(Advisory only)

	<u>Toilet/Showers</u>	<u>Electricity/Water</u>	<u>Fuel</u>	<u>Pump-Out</u>	<u>Slips</u>
Opening Dates	May 15 th *	May 1 st May 15 th **	May 15 th	May 15 th **	May 1 st
Closing Dates	Oct. 15 th *	Nov. 1 st Oct. 15 th **	Oct. 15 th	Oct. 15 th **	Nov. 1 st

* Toilets are available year-round in City Hall during business hours.

** Water and Pump-out dates, may be opened later or closed earlier due to extreme weather conditions in any given year.

6. Rental to Transients. To maximize public utilization of the marina facility, PERMITTEE agrees to notify the HARBORMASTER of PERMITTEE'S planned departure and return dates whenever a boat trip of 48 hours or more is contemplated by PERMITTEE. The CITY reserves the right to rent to transient users the slip described herein, whenever the PERMITTEE vacates the facility for 48 hours or more, notwithstanding notification, if any, by PERMITTEE.
7. Limitation of Liability. PERMITTEE agrees not to sue the CITY, the State of Michigan, or any of its departments, boards, commissions, officers, employees, or agents for any claims whether legal or equitable, arising under, or in any manner related, to the privileges granted in this Permit. PERMITTEE hereby releases, waives and discharges the CITY and the State of Michigan and all of their departments, boards, commissions, officers, employees, and agents from any and all liability to PERMITTEE, its officers, employees and agents, for all arising under, or in any manner related to, the privileges granted in this permit, whether caused by the State of Michigan or CITY or any of its departments, agencies, boards, or commissions, or any of their officers, employees, or agents.
8. Indemnification. PERMITTEE agrees to indemnify and save harmless the CITY and State of Michigan, all of their departments, agencies, boards, commissions, officers, employees and agents from any and all claims, demands, judgements and expenses, including attorney fees, for any and all loss, damage or injury to person (s) or property, or death arising under, or in any manner related to (a) this permit, (b) the activities authorized by this permit, or (c) the use or occupancy of the premises that are the subject of this permit as well as any CITY owned lands. This indemnification and save harmless agreement is intended to and shall extend to all loss, damage, injury to person or property, or death, proximately caused, in whole or in part, by the negligence or other tortious conduct of the CITY, its departments, boards, commissions, officers, employees or agents.
9. Insurance. Prior to docking the boat owned by the PERMITTEE, the PERMITTEE will be covered by a marine insurance policy (Hull coverage and protection and indemnity liability coverage), to identify PERMITTEE'S insurance company and the relevant policy on the reverse side of this permit, and to provide the CITY with a copy of said policy on demand.
10. Termination by The CITY. The CITY shall have the right to terminate this permit without cause by giving notice in writing to the PERMITTEE 72 hours prior to such termination; provided, that the PERMITTEE shall be entitled to a pro rata refund of the rental fee, if any, minus the deposit, paid in advance; and provided further, that no refund shall be made if the termination of this permit is due to PERMITTEE'S violation of any of the terms and conditions of this permit or the rules and regulations incorporated herein or such other reasonable rules and regulations as the CITY may publish, post and/or distribute from time to time.
11. Termination by PERMITTEE. The PERMITTEE shall have the right to terminate this permit and forfeit the deposit by giving notice to the City at least 72 hours in advance of such termination. If the termination is made prior to the May 12th opening date of the year in question, PERMITTEE shall be entitled to 100% refund of the rental fee, minus the deposit, if paid in advance. If termination is made prior to June 12th, of the year in question PERMITTEE shall be entitled to a 50% refund of the rental fee, minus the deposit, if paid in advance. If the termination is made after June 12th of the year in question, PERMITTEE shall not be entitled to a refund, but if the boat slip assignment is subsequently rented by the City for the balance of the season, a pro rata refund of up to 50% of the rental fee, minus the deposit, will be made to the PERMITTEE. The City shall not, however, be required to re-rent the vacated slip.

12. Removal of Vessel Upon Termination of Permit. PERMITTEE agrees to remove or cause the boat and/or equipment thereon to be removed within ten (10) days after expiration of this permit. If the PERMITTEE fails to remove the boat and/or equipment thereon in a timely fashion at the termination of this permit, the HARBORMASTER shall have the option of:
 - a. Charging PERMITTEE daily rent upon a pro rata basis for the space occupied; or
 - b. Pursuing any other remedy available under the law.
13. Possessory Lien. The CITY shall be entitled to a possessory lien on said boat for any and all monies owned by the PERMITTEE to the CITY for said slip, storage, work performed, services rendered and materials furnished to the PERMITTEE or his/her boat.
14. Slip Assignment. The CITY reserves the right to reassign PERMITTEE'S slip location for any reason. If reassignment becomes necessary, the alternative slip shall be of equal or larger length. The CITY in its sole discretion reserves the right to move PERMITTEE'S boat to the alternative slip.
15. Emergency. In the event of an emergency affecting the boat or other boats or persons or property, the CITY in its sole discretion, reserves the right to move PERMITTEE'S boat, however the CITY shall not be required to provide this service. In the event such service is provided, PERMITTEE shall be billed at the current prevailing rates for the service rendered as said rates are posted in the HARBORMASTER'S office and PERMITTEE shall be required to pay all cost incurred by the CITY on PERMITTEE'S behalf. PERMITTEE shall indemnify and hold the CITY safe and harmless from any and all liability, injury, loss or damage caused by or resulting to PERMITTEE'S boat due to any emergency situation.
16. Compliance with Local Ordinance. PERMITTEE further agrees to comply with all laws and with police, fire and sanitary regulations and all other Ordinances or regulations of the CITY, COUNTY OF CHARLEVOIX, STATE OF MICHIGAN and any other governmental authority having jurisdiction over the EAST JORDAN HARBOR AND DOCK premises.
17. Waiver. Waiver of a violation of any of the foregoing terms and provisions shall not be construed as a waiver of any subsequent violation or violations.
18. Severability. It is mutually understood and agreed that all terms and provisions contained in this permit are severable and that in the event that any provision shall be held invalid by a competent court, this permit shall be interpreted as if such invalid term or provision or covenant were not contained in this permit.
19. Construction. This permit shall be construed and interpreted according to the laws of the State of Michigan.
20. Binding Effect. This permit shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.
21. Rules and Regulations. The PERMITTEE agrees to comply with the terms and conditions of this permit and the rule and regulations governing use of the EAST JORDAN HARBOR facilities attached hereto and incorporated herein and such other reasonable regulations as the CITY may publish, post and/or distribute from time to time.

CITY OF EAST JORDAN	DATE	BOAT OWNER	DATE
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City of East Jordan

Harbormaster (231) 536-2166

Police/Emergency 911

Fire 911