



City of South Haven

City Hall • 539 Phoenix Street • South Haven, Michigan 49090-1499
Telephone (269) 637-0700 • Fax (269) 637-5319

SOUTH HAVEN MUNICIPAL MARINA **2009 BOAT SLIP AGREEMENT**

MARINA: Black River Park SLIP NUMBER _____

BOAT OWNER(S) NAME: _____ ("Permittee")

MAILING ADDRESS: _____

CITY _____ STATE _____ ZIP _____

PERMITTEE'S DRIVERS LICENSE NO. _____ State _____

HOME PHONE: _____ WORK: _____ CELL: _____

FAX: _____ E-MAIL: _____

BOAT NAME: _____ MANUFACTURER _____ YEAR _____

TOTAL LENGTH : _____ (include swim platform and bow pulpit)

BEAM: _____ DRAFT: _____

POWER _____ SAIL _____ GAS _____ DIESEL _____

WILL YOU ALSO HAVE A DINGHY AT YOUR DOCK _____ JET SKI _____

REGISTRATION NO. _____ STATE: _____ DOCUMENTED? Yes No

TOTAL FEE: _____

DEPOSIT: _____

LATE FEE: _____

Nonrefundable \$200 deposit must be received by November 15, 2008. The balance is due February 15th, 2009, unless a \$50 late fee is applied and paid by the February 15th date. If the balance is not paid in full by March 15, your \$200 nonrefundable deposit will be forfeited and this Permit will automatically be cancelled.

Required Attachments

1. Declarations page of insurance policy (must identify Permittee, Boat and all auxiliary craft).
2. Copy of registration or documentations for Boat and all auxiliary craft.

AGREEMENT

1. Grant of Permit. Permittee is granted a permit for the use of the slip for the 2009 boating season, except for the following dates during which the Slip must be vacated: (None noted at this time) 2009. This Permit is to allow Permittee to dock the Boat at the Slip exclusively for personal recreational use of Permittee. Any commercial use of the Slip or Boat is a violation of the Permit and will result in its automatic termination and loss of all rights and privileges hereunder. This Permit is expressly conditioned upon Permittee's observation of the terms and conditions of this Permit, the rules and regulations of the South Haven Municipal Marina, and all regulations, ordinances and statutes of the City of South Haven (the "City", Van Buren County, the State of Michigan (the "State")), and any other governmental authority.

2. Assignment. This Permit is granted to Permittee, only, for the above Boat, only, and is not assignable to any other person, entity or to be used by any other boat. Partial disposition of ownership of the Boat by Permittee (not to exceed 49%) must be promptly reported to and then accepted in writing by the City of South Haven to continue the grant of this Permit in full force and effect.

2a. Any alteration of the dock must have prior written approval from the Harbormaster. This includes but is not limited too satellite dishes and ladders.

3. Auxiliary Craft. Dinghies, jet skis, kayaks, 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 Slip for more than 48 hours. The auxiliary craft must be registered to Permittee.

4. Boating Season. The Boating Season begins April 15 and ends October 15. In no event shall the Boat or any auxiliary craft occupy the Slip before April 15 or after October 15. Boats left in the marina from October 16th through October 30th will be charged the transient rate. Boats left in the marina after November 1 will be charged double the transient rate.

5. Staffing Schedule. The City shall staff the Marina and provided utilities to the marina beginning April 15, 2009 and ending October 15, 2009, which shall be known as the Staffing Season.

6. Rental to Transients. To maximize public utilization of the South Haven Municipal Marina, the City reserves the right to rent the Slip to transient users whenever the boat vacates the Slip for 48 hours or more. Permittee shall notify the Marina staff at (269) 637-3171 of Permittee's planned departure and return dates if the boat is going to vacate the slip for 48 hours or more. If the boat

vacates the slip for 24 hours or more, the City has the right to rent the Slip on a transient basis, if Permittee has not so notified the Marina staff of the Boat's return date, and if so rented, it will not be vacated by the transient user until the time agreed to is complete.

7. Release of Claims. Permittee, and all those claiming through Permittee, release the City and the State and all of their respective departments, boards, commissions, officers, employees, and agents (collectively the "Released Parties") from any liability, claim, right or cause of action which now exists, or hereafter arises, whether known or unknown, out of or in any way related to the privileges granted in this Permit, the operation of the South Haven Municipal Marina, or the use or occupancy of the Slip. Permittee expressly covenants not to sue the Released Parties for any claim, right or cause of action which now exists or hereafter arises, whether known or unknown, equitable or legal, arising out of or in any way related to the privileges granted in this Permit, the operation of the South Haven Municipal Marina, or the use or occupancy of the Slip.

8. Indemnification. Permittee shall defend, indemnify and save the Released Parties harmless from all claims, demands, causes of action, damage, liability and expense arising out of (a) Permittee's breach of this Permit; (b) the activities authorized by this Permit; (c) all losses, damage, or injury to person or property, or death arising under or in any way related to this Permit or the activities authorized by this Permit; or (d) claims of the Permittee, whether or not caused, in whole or in part, by the Released Parties.

9. Insurance. **Prior to the Boating Season**, Permittee shall deliver to the City a Certificate of Insurance (or, at the option of the City, a copy of the subject policy) for a marine insurance policy, including hull coverage and protection and indemnity liability coverage identifying Permittee as the insured, the Boat and all auxiliary craft as the covered vessels, and the City as an additional insured. The Boat will not have the right to occupy the Slip until this Certificate or a copy of the subject policy has been delivered to the City.

10. Termination by the City. The City shall have the right to terminate this Permit with or without cause by giving notice to Permittee. If the termination is without cause, Permittee shall receive at least three days prior written notice and any unearned portion of the fee paid shall be refunded to Permittee, subject to this Permit, provided that Permittee, the Boat, and all auxiliary craft vacate the Slip as required by the notice. If the termination is with cause, as a result of Permittee's violation of this Permit or without cause and Permittee fails to vacate the Slip as required by the notice, Permittee shall not be entitled to any refund.

11. Termination by Permittee. If Permittee gives notice to the City of termination of this Permit before the beginning of the boating season, the City shall retain Permittee's \$200 deposit and shall refund any additional Permit fees, provided that Permittee has not otherwise breached this Permit. If Permittee gives notice to the City of termination of this Permit before June 1, 2009 the City shall retain 50% of the Permit fee and return the balance to Permittee. If Permittee terminates after June 1, 2009, Permittee shall not be entitled to any refund.

12. Upon Termination. Upon termination of this Permit by the City or Permittee, Permittee shall remove the Boat, auxiliary craft, and any related equipment from the Slip and surrounding areas

immediately. If Permittee fails to comply with this provision, the City shall have the right (but not the obligation) to (a) charge Permittee daily rental based upon transient slip fees; (b) remove the Boat, auxiliary craft and/or equipment from the Slip and surrounding area, all at Permittee's risk and expenses; or (c) any other remedy available.

13. Possessory Lien. The City shall have a possessory lien upon the boat, auxiliary craft, and all related equipment for any amounts owed by Permittee to the City arising under this Permit Agreement or otherwise.

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14. Emergency. In the event of an emergency affecting the slip, the boat or auxiliary craft or other boats or persons or property, the City shall have the right (but not the obligation) to board and, if appropriate, move the boat. In such event, Permittee will be billed at the local prevailing rates for the service rendered, and Permittee shall pay all costs incurred by the City on Permittee's behalf. Permittee shall defend, indemnify and hold the Released Parties safe and harmless from any and all liability, injury, loss, or damage caused by or resulting from an emergency situation.

15. Marine Work. Minor marine work may be performed on the boat in the slip. Major marine work may not be performed in the slip. The Marina staff shall determine, in their sole discretion, what work is considered minor and what work is considered major.

16. Miscellaneous Provisions

A. Entire Agreement. This Agreement and its attachments constitute the entire agreement between the parties. This Agreement may be amended only by a writing that is signed by all parties.

B. Notices. All required notices must be in writing and will be considered given when delivered either personally or by overnight delivery or on the next business day after being sent by facsimile or properly mailed by first class mail addressed to the Permittee at the mailing address on page 1, and to the City of South Haven at City Hall, 539 Phoenix Street, South Haven, Michigan 49090-1499 as follows (or to such other address as provided in writing by either party):

C. Assignment. Permittee cannot assign this Agreement or any right or obligation under this Agreement without the prior written consent of the City.

D. No Waiver. A waiver or delay in enforcing any term in this Agreement will not be considered: (1) a waiver of a further breach of the same term; (2) a waiver of a breach of any other term; or (3) a waiver of the right to declare an immediate or subsequent default.

E. Invalidity. Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement will remain in full effect.

F. Headings. The titles and headings in this Agreement are for reference purposes only and shall not be used to interpret the Agreement.

G. Drafting. This Agreement is a result of negotiations between the parties. Neither party shall be deemed to have drafted this Agreement.

H. Time of Essence. Time is of the essence in this Agreement.

I. Effective Date. This Agreement shall be effective only after it is signed by the City.

J. Applicable Law. This Agreement will be governed and interpreted by Michigan law.

K. Force Majeure. The failure of the City to fulfill any of its duties and obligations under this Agreement shall not be considered to be a breach or default of this Agreement in the event that such liability arises from an event of Force Majeure. "Force Majeure" is an event beyond the reasonable control of the City which makes the City's performance impossible or so impractical as reasonably to be considered impossible and includes, but is not limited: war, riot, civil disorder, earthquake, nuclear accident, fire, explosion, food or other adverse weather conditions, strikes, or confiscation or any other action by any government which defeats the City's ability to perform this Agreement.

L. Special Event. Occasionally it may be necessary to remove the Boat and all auxiliary craft from the Slip to accommodate a Special Event. Every effort will be made to give Permittee 14 days advance notice of a Special Event and to provide alternative accommodation for your Boat and auxiliary craft during Special Events.

I/WE HAVE READ, FULLY UNDERSTAND, AND FULLY ACCEPT THE TERMS OF THIS PERMIT AGREEMENT.


Date: _____

Boat Owner

Boat Owner

CITY OF SOUTH HAVEN

Date: 11/5/08 _____


By: _____
Title: Harbormaster _____

LAST AND FINAL REMINDERS

1. The \$200 deposit is due November 15, 2008. This deposit is what holds your slip for the 2009 boating season. If the deposit has not received by this date, your slip will be offered to the next boater on the waiting list.
2. Final payment is due February 15, 2009 unless you've paid the \$50 late fee. Then the due date for the remaining balance is March 15, 2009.
3. On the contract be sure to complete all the blanks on pages 1 and 5. These are the only two pages that need to be returned to staff.
4. Be sure to provide proof of insurance for your vessel.
5. Be sure to provide a copy of the registration.
6. All checks must be payable to the City of South Haven.
7. Return the first and last pages of the completed and signed Agreement, along with payment to City of South Haven, 539 Phoenix Street, South Haven, MI 49090-1499, Attention: Robin Abshire.

No further notice of payment due will be given to you.

If you have any questions, please call Robin Abshire at 269/637-0771 or email me at rabshire@south-haven.com