

# BELLE MAER HARBOR

# \_\_\_\_\_

41700 CONGER BAY DRIVE - HARRISON TWP., MI 48045 • (586) 465-4534 • FAX (586) 465-6956

## 2018 RACK STORAGE APPLICATION

Rack # \_\_\_\_\_ Lessee Name \_\_\_\_\_ Spouse Name: \_\_\_\_\_  
 Telephone H: \_\_\_\_\_ W: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_  
 Spouse Phone: Cell: \_\_\_\_\_ W: \_\_\_\_\_  
 Lessee E-mail Address (es) \_\_\_\_\_  
 Spouse E-mail Address (es) \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ MC# \_\_\_\_\_  
 Boat Yr. \_\_\_\_\_ Make/Model \_\_\_\_\_ Hull# \_\_\_\_\_  
 Length Overall\* \_\_\_\_\_ Beam \_\_\_\_\_ Swim Platform (Y/N) \_\_\_\_\_ Bow Pulpit (Y/N) \_\_\_\_\_  
 Boat Type (P/S)\* \_\_\_\_\_ Construction\* \_\_\_\_\_ Power\* \_\_\_\_\_  
 Name on Boat Transom \_\_\_\_\_ Total Sq. Ft. \_\_\_\_\_

THIS APPLICATION WILL SERVE AS THE TERMS OF A RACK STORAGE LEASE, BETWEEN BELLE MAER HARBOR, HEREINAFTER REFERRED TO AS "LESSOR" OR "MARINA" AND \_\_\_\_\_ HEREINAFTER REFERRED TO AS "LESSEE" UNTIL SUCH TIME AS A LEASE IS GENERATED FROM THIS APPLICATION AND SIGNED BY LESSEE. LESSEE AGREES TO STORE THE ABOVE DESCRIBED BOAT (THE "BOAT") WITHIN BELLE MAER HARBOR (THE "MARINA") SUBJECT TO THE FOLLOWING CONDITIONS, CHARGES AND TERMS:

**LEASE TERM:** This Application seeks In and Out Rack Storage ("Rack") for the period April 15, 2018 to April 14, 2019.

**WELL PREFERENCE:**

First Choice: Well # \_\_\_\_\_ Rack Size \_\_\_\_\_ Annual Rental Price \$ \_\_\_\_\_  
 Second Choice: Well # \_\_\_\_\_ Rack Size \_\_\_\_\_ Annual Rental Price \$ \_\_\_\_\_

**EARLY PAYMENT PROMOTION:**

4% discount off 6-month rate for nonrefundable cash payment in full with application by 11/30/2017  
 1% discount off 6-month rate for nonrefundable credit card payment in full with application by 11/30/2017

**PAYMENT TERMS:**

First payment with application by November 30, 2017	-1/3 Lease Grand Total	Lessee agrees that past due balances will be assessed a fifteen dollar (\$15.00) administrative late charge. Fifteen dollars will be added to the account on the 1st of the month after payment is due and another fifteen dollars added on the first of each subsequent month until the past due balance with late charges is paid in full.
Second Payment Due by February 15, 2018	-1/3 Lease Grand Total	
Third Payment due by April 1, 2018	-1/3 Lease Grand Total	

**CANCELLATION TERMS:**

Marina is taking the Rack off of the market to hold it for the Lessee. The chances of leasing the Rack diminish with time, and as such, there will be no refunds. Should Lessee give the Marina a written notice of cancellation asking that the Rack be leased to another boater, the Marina will make its best efforts to re-lease the Rack to another boater. Lessee may receive back up to the amount Lessee originally paid for the Rack less a \$200 Marina paperwork fee. The amount paid back to Lessee upon cancellation is ultimately subject to the amount actually collected from a new boater leasing the Rack. Lessee assumes the entire risk that the Rack may not re-rent or may be re-rented at an amount less than Lessee paid.

**HOUSEHOLD FAMILY NAMES:** (Membership cards will be issued to those with valid driver's license living at Lessee's home address. Replacement of lost card is \$25).

First Name	Last Name	Relationship	Age ( If no DL)

**VEHICLE DECALS ISSUED:** (No motor homes or large box/stake trucks allowed inside Marina. Replacement decals only upon return of old decals.)

Year	Make	Model	License Plate #

**ACKNOWLEDGEMENTS:** The terms and conditions printed on the reverse side of this Application are hereby incorporated into and shall become an integral part of this Application and the Lease. Lessee hereby acknowledges and agrees that the terms and conditions printed on both the front and reverse side of this Application, and all conditions, rules, and regulations referred herein, and which form an integral part of this Application, have been read and understood, and Lessee hereby agrees and promises to comply therewith in their entirety. Lessee agrees that prior to April 1, 2018, Lessee shall execute a specific Lease prepared by Lessor in accordance with this Application. Once this Application is signed by both parties, it shall be binding on the parties until the execution of the Lease. Facsimile and electronic signatures are acceptable and enforceable.

**Membership cards and vehicle decals will not be issued until charges due under the Lease have been paid in full. Entry into the Marina, and access to the Rack, will be allowed until April 15, 2018 upon presentation of the Lease. After April 15, 2018 entry to the Marina, and access to the Rack, will not be allowed without presentation of a valid membership card or vehicle decal. All eligible family members must visit the Marina office to present their driver's license as proof of residence at Lessee's home address and to have a photo taken prior to receiving a photo ID membership card.** Lessee further agrees that the Rack Storage Rules, General Rules, Environmental Rules, Security Rules and Swimming Pool & Indoor Court Rules ("Marina Rules") are incorporated as part of this Application and the Lease, and are available from the Marina office or the Marina website. Lessee agrees to abide by these Marina Rules as a condition of storing the Boat at the Marina and acknowledges that these Marina Rules are subject to change by Marina management.

Failure to comply with the Terms and Conditions of the Application, Lease or the Marina Rules constitute a default and may result in eviction. **In the event of eviction, the Lessee is not entitled to any refund for rent paid for the Rack.**

Lessee:

Lessor:  
**BELLE MAER HARBOR**

By:

Signature (Electronic Signatures Accepted) \_\_\_\_\_ Date \_\_\_\_\_  
 Printed Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Printed Name \_\_\_\_\_

\*Definition for Length, Boat Type, Construction and Power: Length Overall is the boat length including any appendages thereto such as swim platform and/or bow pulpit / Boat Type is P for Power or S for Sail / Construction is Fiberglass, Wood, Steel or Aluminum Power is inboard, I/O or outboard.

<b>FOR OFFICE USE ONLY</b>
Customer # _____
Application Date _____

# 2018 RACK STORAGE APPLICATION CONDITIONS

- Hours of operation** for the Rack Building (Building #4):
  - In & out operations begin April 15th and end September 30th.**
  - Memorial Day weekend through Labor Day:** the hours of operation are Monday-Thursday from 8:15 a.m. to 8:00 p.m. and Friday-Sunday from 8:15 a.m. to 10:00 p.m.
  - April 15th until Memorial Day weekend, and after Labor Day through September 30th:** the hours of operation are **8:15 a.m. to 6:00 p.m. each day.**
  - There is no in & out service from October 1st - April 14th.**
- The Marina also reserves the right to suspend operations due to weather conditions. If in doubt, call the Rack Building at (586) 465-7416, and if no answer, call the front gate Security at (586) 465-4536 in advance of driving to the Marina.**
- Boat owner must be present to have boat moved.** Boat owners wishing to arrive after hours of operation may call the Rack Building at **(586) 465-7416** to have their boat placed in the water at the end of the day.
- In & out service is limited to once per day.**
- Docks behind the Rack Building are only for tying up after hours, not for sitting in a boat. After launch, please drive away within five minutes to allow for the next launch.
- No boater is allowed inside the building.** For your own safety, customers must stay behind yellow lines on pavement. All work performed on, or showings of the boat must be performed on the outside Racks. **From October 16th to April 15th of each season, there is no access to the boats.**
- Trim tabs and speedometer pickups must be up and antennas and canvas down before storing.** Any damage as a result of nonconformance to this rule will be the Lessee's responsibility.
- Outside racks for washing or working on your boat are available Monday through Thursday 8:30 a.m. to closing; Friday, Saturday, Sunday 8:30 a.m. to 2:00 p.m. Outside rack usage time is limited to one hour. No boats will be moved to the outside racks on holidays.**
- No full gas tanks are allowed in the racks. To leave room in your gas tank for expansion always fuel up upon leaving the Marina rather than upon your return. Never have your gas tanks more than three quarters (3/4) full when stored in the Rack. You are responsible for any damage to other boats from your gasoline overflow.**
- There are no reserved parking spots other than Building #5 for Rack Lessees only.** Your guests are not allowed to park in Building #5. Parking is also allowed inside of Buildings #6, #7, and along the south sides of Buildings #5 - #7 or other designated guest parking areas. Vehicles parked in Building #5 without a vehicle decal issued to a Rack customer will be subject to towing. There are three designated spots at the northwest corner of the Rack Building (Bldg #4) for loading and unloading your gear before parking elsewhere. Do not park in front of someone's well. **Cars illegally parked are subject to towing at the owner's expense.**
- During the period from the day after Labor Day to the Friday before Memorial Day weekend ("Winter Storage Season"), all parking areas are available for winter boat storage. During this period, no parking areas are reserved for vehicle parking. Any parking listed in #10 above not being utilized for boat storage is available on a first-come basis.**
- No golf carts: Rack Lessees are not allowed to maintain a golf cart at the Marina since they have no assigned parking space.**
- There will be no loading or unloading of boats from trailers to racks or vice-versa. Boats shall only be loaded from or unloaded to a specified launching site. **No trailers may be stored on the Marina premises including the front parking lot, even on a temporary basis.**
- Lessor uses reasonable care in moving boats in and out of the racks. Any bottom scratches resulting from the sliding of the boat into and out of the rack is considered normal wear and is not the liability of the Lessor. If additional carpeting is provided by the Lessee, Lessor will install on the Lessee's assigned rack.
- All boats must be winterized by October 15th.** Boat owners must schedule rack time from October 1st to October 15th in order to winterize their boats. All scheduling must be done through the Marina office. There is no access to boats after October 15th and **the Marina is not responsible for resultant damage to boats not winterized prior to October 15th.**
- Winter Storage Restrictions: 1) All batteries must be disconnected or removed for winter storage; 2) Never fill your gas tank more than three quarters (3/4) full to allow for expansion; 3) Duct tape a garbage bag around your outdrives after winterization to prevent dripping of antifreeze or oil onto other racked boats; 4) It is recommended that where possible all electronics, props and other personal property be removed from the boat and stored at home for the winter.** Lessor is responsible for any damages to other boats in the racks caused by Lessor's Boat such as dripping gas, antifreeze or oil. Marina is not responsible for damage or theft of Lessor's personal property.
- Lessee agrees not to dispose of motor oil or any other lubricating, cooling or fuel fluid substances in Marina dumpsters, waters or grounds whether or not in containers.
- No smoking is allowed in any of the Marina buildings or in the swimming pool area or any other area posted with a "No Smoking" sign. Although medical use of marihuana is allowed under state law, no smoking or cultivating marihuana is allowed anywhere within the Marina, including on any boat within the Marina or in any Well. If the recreational use of marihuana is subsequently legalized in the State of Michigan, the smoking of marihuana will continue to be prohibited in all Marina buildings, the swimming pool area and any other area posted with a "No Smoking" sign, but such smoking will be allowed elsewhere within the Marina provided the smoking is in accordance with state law. Cultivating marihuana shall always be prohibited within the Marina or on any boat within the Marina or in any Well.
- Lessee has examined the Rack and all adjacent spaces and that the condition of the same is accepted by the Lessee as is and that no warranties are made by the Lessor as to the condition of the Rack or adjacent spaces.
- The Lease and any rights granted herein to the Lessee shall not be assigned or transferred without the written consent of the Lessor. Lessor at any time may sell the Rack and/or assign the Lease to any purchaser, lender or mortgagee, in which event the Lease shall be subordinate to any lien of any mortgage or mortgages upon the Rack and Lessee agrees to attorn to the mortgagee or purchaser.
- Lessor does not assume any responsibility or liability to the Lessee for any loss or damage to Boat or any other personal property or contents thereof placed with Lessor for dockage, storage, sales, repairs or testing or any other purpose whatsoever or brought on the premises by or for the benefit of Lessee, or his invitees or licensees caused by Act of God, explosion, fire, water, wind, theft, malicious mischief, civil commotion, collision or upset, the Lessor does not assume any responsibility or liability for any personal injuries to Lessee, members of his family, or invitees or licensees of the Lessee while on the Lessor's premises or within the boundaries of Lessor's property, and that the Lessee shall save the Lessor harmless from any and all liability arising from loss, injury, or damage to persons or property who or which the Lessee may invite or bring on the Lessor's premises including claims for loss, injury or damage to persons or property asserted by a third party and arising from the negligence or fault of the Lessee. Lessee shall indemnify and hold Lessor and the Marina harmless from any and all loss, damage, claim of damage, liability or expense, including without limitation reasonable attorney fees (collectively "Damages"), to any person or property in or on the Rack the Marina or the Boat arising directly or indirectly out of or in connection with (i) the use of the Rack by Lessee, its agents, employees, contractors, licensees or invitees, or (ii) the failure of Lessee to comply with any provision of the Lease, or (iii) the condition of the Rack. Lessee agrees not to hold Lessor liable for any loss caused by any delay in launching, transporting or commissioning caused by weather, equipment breakdowns or any other event beyond the control of Lessor.
- Lessee agrees that Lessor shall have a possessory and/or maritime lien on the Boat or any other stored items and that the said Lessor shall have the right to refuse to launch any boat or deliver any item or refuse to permit them to be removed from the premises until all of the terms and conditions of the Lease have been fulfilled.** This contract will serve as notice of a possessory lien granted to Lessor under the Michigan Marina and Boatyard Storage Lien Act, Public Act 362 p 1998, as amended, and the possessory lien may be enforced in accordance with such Act.
- Lessor reserves the right to measure all boats. Height of the Boat may affect the storage rate and location.** If the size of the Boat is not consistent with data shown on the front side of the Lease, Lessor reserves the right to either terminate the Lease or relocate Lessee's Boat to an alternative Rack better suited for the actual length, beam and height of Lessee's Boat, and Lessee agrees to pay any additional charges.
- Lessee agrees not to place or store gasoline in the Boat or Rack except for the gasoline contained in the tank of the Boat provided however, that Lessee shall not store the Boat with a full tank of gas.** Lessee will not deliver or permit others to deliver gasoline or other fuel into the tank of the Boat from trucks directly or by any other method while the Boat is in the Rack or on Marina premises.
- Lessee agrees to: (a) keep the Boat and all other watercraft (including but not limited to yachts, boats, PWC's etc., hereinafter "Watercraft") and all motorized land vehicles (including but not limited to cars, trucks, motorcycles, golf carts, etc., hereinafter "Vehicles") located within the Marina fully insured with an insurance policy covering the Vehicle, Boat, Watercraft and all personal property of the Lessee and their guests; and (b) maintain in force protection and indemnity or liability insurance covering all damages of any kind whatsoever and howsoever caused, to persons, entities or property, whether directly or indirectly, arising from, caused by or contributed to or alleged to have arisen from, been caused by or contributed to: (i) by the Boat, Watercraft or Vehicle; (ii) the use of the Well or the operation of the Vehicle within the Marina by Lessee, its agents, employees, contractors, licensees or invitees; (iii) the storage of the Boat or other Watercraft in the Well or on the Marina property or the storage or parking of the Vehicle within the Marina; (iv) or the actions of Lessee, whether or not involving the negligence or alleged negligence of the Lessee, including but not limited to all damages caused to the Marina property or to any property of a guest of the Marina or to any person employed by the Marina or any other person or entity. Lessee's liability insurance coverage so described must include: (A) full replacement cost coverage for property of Marina, without deduction for depreciation, and (B) coverage for all economic losses sustained by Marina, including but not limited to loss of business and business interruption losses; arising from, caused by or contributed to by the Boat, Watercraft and/or the actions of the Lessee, whether or not involving the negligence or alleged negligence of the Lessee. Proof thereof shall be furnished the Lessor on demand and all obligations of the Lessor to insure the Boat, Watercraft and Vehicle is hereby waived by the Lessee. Lessee agrees that each insurance policy carried by Lessee shall be written in a manner so as to provide that the insurance company waives all right of recovery by way of subrogation against Lessor or the Marina in connection with any loss or damage covered by such policy. Lessee agrees to maintain during the term of the Lease a fuel and spill endorsement on the Boat insurance policy in an amount sufficient to cover the cost of cleanup and remediation, including all investigative expenses, resulting from a leak or spill from Lessee's Boat, or other Watercraft.
- Lessee shall indemnify and hold Lessor and the Marina harmless from any and all loss, damage, claim of damage, liability or expense, including without limitation: (A) full replacement cost for damages to the property of Marina, without deduction for depreciation; (B) all economic losses sustained by Marina, including loss of business and business interruption losses; and (C) reasonable attorney fees (collectively "Damages"), to any person, entity or property located in or on or adjacent to or in proximity to the Well, the Marina, the Boat, Watercraft or the Vehicle, whether directly or indirectly, arising from, caused by or contributed to or alleged to have arisen from, been caused by or contributed to: (i) by the Boat, Watercraft or the Vehicle; (ii) the use of the Well or the operation of the Vehicle within the Marina by Lessee, its agents, employees, contractors, licensees or invitees; (iii) the storage of the Boat or Watercraft in the Well or the storage or parking of the Vehicle within the Marina; (iv) the actions or alleged actions of Lessee or the failure or alleged failure of Lessee to comply with any provision of this Lease, or (v) the condition of the Well, whether or not involving the negligence or alleged negligence of the Lessee, including but not limited to all Damages caused to the Marina property or to any property of a guest of the Marina or to any person employed by the Marina or Lessee or any other person or entity. Lessee agrees not to hold Lessor liable for any loss caused by any delay in launching, transporting or commissioning caused by weather or any other event beyond the control of Lessor. Notwithstanding the existence of insurance, Lessee and its guests accept full responsibility for all Damages or injuries caused directly or indirectly by or to their Vehicle, Boat or Watercraft, whether or not involving negligence or alleged negligence of the Lessee or their guest.
- 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 or to make any 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 therefrom and to provide Lessor with proof of adequate insurance coverage. All work performed must be done outside of the rack storage building.**
- Lessee agrees to reimburse Lessor for reasonable attorney fees and costs relating to a suit or other collection efforts by Lessor against Lessee to collect any amounts due under the Lease or any amounts due and secured by the liens described in paragraph twenty one (21) of this Application.
- 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.**
- Vehicle decals will be replaced only upon receipt of the old decal or police report of stolen car. Replacement of lost membership cards will cost \$25 each.**
- Lessee shall use the Rack for the storage of the Boat and for no other use whatsoever.
- Security: Rack Lessee must read and understand the Security Rules for entry into the Marina. Two vehicle decals are issued per Rack. Only family members living at the home address of the Lessee are eligible for membership cards. All other family and friends are guests and Lessee must follow the guest list procedure. Only two guest cars per day per Rack are allowed into the Marina. Also note that if there are major events (such as our fireworks) the number of guests are limited by requiring decals that are purchased by the Lessee.**
- The Marina facilities and amenities are available for use by the Members, their family and guests at their own risk,** including by way of example and not limitation, any risks that arise from negligence or carelessness on the part of the Marina, from dangerous or defective equipment or property owned, maintained, or controlled by the Marina. Member hereby acknowledges that use of the Marina facilities and amenities may expose them to certain risks inherent in boating, marina and sporting activities, including personal injury, property damage and even death. The risks include, but are not limited to, those caused by terrain, water, facilities, temperature, weather, condition of the Member, family or guests, equipment, vehicular traffic and actions of any other third party. Member agrees on behalf of itself, family members and guests, to at all times conduct their activities in a safe and appropriate manner. **Member hereby agrees to indemnify for, and waive, release and discharge any and all liability against the Marina, Condominium Association, their legal representatives and assigns for any injuries, death, theft, or loss of property which may occur to the Member, their family and their guests while visiting and utilizing the facilities and amenities at the Marina.** By signing this Agreement, Member acknowledges that it has read and fully understands the potential and nature of risks associated with use of the Marina facilities and amenities. Member also agrees that this waiver shall be binding on Member, Member's spouse, children, legal representative, heirs, successors and assigns.
- Member hereby grants to the Marina, Condominium Association, their legal representatives and assigns, the irrevocable and unrestricted right to use publish and copyright for commercial purposes any photograph and video of Member, or photographs and video in which the Member may be included taken while at the Marina or at a Marina outside function such as a boat show. Member also agrees that said grant for photographs and videos shall extend to his family (including minor children) and his guests to the Marina.** All such photography may be used for commercial, editorial, trade, advertising and any other lawful purpose and in any manner and medium. Member agrees that the images may be combined with other images, text and graphics and may be cropped or modified. **Member agrees to indemnify the photographer, Marina, Condominium Association and their legal representatives and assigns from all claims and liabilities relating to said photography. Member further acknowledges that the Marina makes use of cameras for surveillance video which may be used to assist law enforcement investigating any Marina incidents or crimes.**
- 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 Marina Rules posted by the Lessor from time to time, the Lessor shall have the right to cancel the Lease 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 the Lease shall not be construed as a waiver of any subsequent violation or violations. **In the event of an eviction, the Lessee is not entitled to any refund of rent paid for the Rack.**
- It is mutually understood and agreed that all terms and provisions contained in the Lease are severable and that in the event any of them shall be held to be invalid by any competent Court, the Lease shall be interpreted as if such invalid term or provision or covenant were not contained in the Lease.
- Lessee agrees to abide by the Belle Maer Harbor Environmental Rules. Lessee hereby agrees to indemnify, save and hold Lessor and the Marina harmless at all times subsequent to the date of this Application** from (i) any and all fines, penalties, costs and/or expenses (including reasonable attorneys' fees and costs) incurred by Lessor or the Marina as a result of claims, demands causes of action and actions, suits, rights and damages, whatsoever, whether in law or in equity ("Claim(s)") made by any party whatsoever in connection with any hazardous or toxic waste, pollutants and/or chemicals generated, stored, leaked, spilled or otherwise disbursed by Lessee, its agents, employees, licensees or invitees, in, on, under, above or about the Rack or the Marina, and (ii) for injuries sustained or other tort actions brought for claims arising out of Lessee's failure to remove such include any and all costs of removal of removal of the toxic wastes, pollutants and/or chemicals disbursed by Lessee, its agents, employees, or invitees. **Lessee agrees not to dispose of motor oil or any other lubricating, cooling or fuel fluid substances in Marina dumpsters, waters or grounds whether or not in containers.**
- Marina Rules: Lessee also agrees to abide by the Belle Maer Harbor Rack Storage Rules, General Rules, Environmental Rules, Security Rules and Swimming Pool & Indoor Court Rules, which are available from the Marina office or the Marina website. Lessee further acknowledges that all Rules are subject to change at any time by Marina management.**
- In the event of any dispute, claim, question, or disagreement arising out of, or relating to, the Lease, the parties shall use their best efforts to reach a resolution. If such dispute cannot be settled through direct discussions within thirty (30) days, the parties shall, before initiating litigation, attempt to settle the dispute through the Alternative Dispute Resolution Program of the Michigan Boating Industries Association, 32398 Five Mile Road, Livonia, MI 48154-6109 (734-261-0123).