

BELLE MAER HARBOR

For Office Use Only
 # _____

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

2017 CONDOMINIUM WINTER HAULOUT APPLICATION

Unit # _____ Owner Name _____ Spouse Name: _____

Telephone H: _____ W: _____ Fax: _____ Cell: _____

Spouse Phone: Cell: _____ W: _____

Owner 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. _____

Condominium "Owner/Lessee" does agree to purchase the following winter haulout services from Belle Maer Harbor "Marina" subject to the conditions, charges and terms set forth below and on the back of this application:

OPTIONAL STORAGE TYPE SELECTION

Only one boat may be stored per owned Unit on Condominium property. Any Condominium Owner (or Lessee) who wishes to store their boat inside heated or inside cold, and/or who has a second boat to be winter stored, must be written up on a Marina Agreement. Check the appropriate boxes and the Marina office will send out the proper application.

- Inside Storage (Hoisted Boats) Heated @ \$8.10/sq. ft. Cold @ \$5.35/sq. ft. (includes hoist, shoring & bottom wash)
- Inside Storage (Boats on Trailers) Inside Heated @ \$6.40/sq.ft.; Inside Cold @ \$3.85/sq. ft. (Plus \$100.00 Boat/Trailer Handling) (8)
- Second Boat Outside Storage Hoisted @ \$2.75/sq. ft.; On Trailer @ \$2.10/sq. ft. (Plus \$100.00 handling for Trailered Boats only) (8)
- PWC on Trailer Inside Heated @ \$315.00 per PWC.
- Golf Cart Inside Cold @ \$300.00 ea. (Only 22 spaces in Pavilion Bldg.)

NOTES:

1. The 2017 shrink wrap use fee is \$.90 per linear foot and calculated in accordance with ¶ 4 on the back side of this Agreement.
2. \$50.00 surcharge for Boats not scheduled by October 15 for haulout on or before October 31.
3. \$50.00 rescheduling fee should a scheduled appointment be broken without 24 hours notice.
4. \$50.00 overtime charge for boats added to the launch schedule for any launch time later than 3:30 pm.
5. Power washes of boat's unpainted bottoms may still show some residue. Marina is not responsible for any paint or stripes removed during bottom washing.
6. Any Inside storage of a boat, PWC or Golf Cart will require that a separate winter storage agreement be completed with Marina.
7. Marina does not perform any winterization or boat covering services.
8. Trailered boats delivered to the front lot do not incur hoist fees, but there is a \$100.00 fee for Marina to move the Boat into the Condominium for storage and back to the front lot in the spring for owner pick up. See ¶ 11 on reverse side.

HAULOUT CHARGES

Hoist Service (includes relaunch in spring) @ \$6.10/linear foot \$ _____

Shoring Power @ \$5.00/linear foot (min. \$175.00); SailBoat @ \$15.00/lin. ft. (min. \$350.00) _____

Power Bottom Wash @ \$0.38/square foot (see ¶ 15 on reverse side) _____

Oversized Boat Charges @ \$2.75 sq. ft. (see ¶ 3 on reverse side) _____

Boat on Trailer Handling Fee (see ¶ 11 on reverse side) \$100.00 _____

TOTAL CHARGES \$ _____

Deposit with this Application (Minimum 20% Non-Refundable deposit required)..... \$ _____

PAYMENT TERMS

Due Dates: 20% upon Application (non-refundable) / 100% by Haulout.

Cancellation Terms: 20% Deposit is non-refundable and there are no refunds after a boat is hauled out or a trailered boat, PWC or Golf Cart has been placed into storage.

Late Charges: Past due balances will be assessed a fifteen dollar (\$15.00) administrative late charge. Fifteen dollars will be added on the first of each month until the past due balance and all late charges have been paid in full.

MEMBERSHIP CARDS REQUESTS (NEW OWNERS OR LESSEES ONLY)

(Membership cards are used for multiple seasons so do not discard. Replacement cost is \$25.00)

Name	Relationship to Boat Title Holder

ACKNOWLEDGMENTS

Condominium Owner/Lessee certifies that the printed matter on both front and back of this Application has been read and the terms and conditions set forth are fully understood and accepted. It is also certified that this Application will serve as the Agreement until such time as the Agreement is printed by the Marina and signed by the Owner/Lessee.

AGREED AND ACCEPTED

_____ Date _____

Owner/Lessee Signature

OFFICE USE ONLY:

Date Appl. Rec'd _____

Customer Acct.# _____

Summer Unit # _____

BUC Page # _____

Date _____

White Original - Office Yellow Copy - Customer

*Definition for Length, Boat Type, Construction and Power: Length Overall is the boat length including any appenditures 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.

2017 CONDOMINIUM WINTER HAULOUT APPLICATION CONDITIONS

- This Application is for Marina services only.** Condominium winter storage rights are contained in the Condominium Master Deed, Condominium Association Bylaws, Marina General Rules, Marina Environmental Rules and, Marina Security Rules and, if you are leasing the Unit, the Condominium Lease Agreement.
- All Boats must be scheduled by October 15th for a haulout date no later than October 31st.** There is a \$50.00 surcharge on any Boat not scheduled by October 15th. There is also a \$50.00 rescheduling fee for any haulout canceled with less than a 24 hour notice.
- The Condominium Owner/Lessee is entitled to winter store their boat on land, specifically in the Unit's designated parking area.** The ability of the Marina to place your boat in front of your Unit depends on several factors including the size of the boat and how early the boat is hauled out for winter storage. Placement location of your Boat will be based upon when your Boat is available for placement. Road access must be maintained throughout the winter for emergency vehicles. Because boats are often longer than the catwalk length, most boats do not fit within the designated parking area and the boats must be angled more sharply thereby taking up more than one parking area. Even if you do not winter store a boat in front of your Unit, that area will not be left open for you. All of the Condominium parking area needs to be utilized for member winter boat storage. Even then, many boats have to be stored outside of the Condominium on the Marina property. Faced with the reality that most boats within the Condominium cannot be stored within the size of their designated parking area, the Marina and Association worked out a compromise whereby **every Owner/Lessee whose boat is greater than the catwalk length of the Unit will pay a small fee to the Marina as compensation for boats from the Condominium that end up storing on Marina property.** The alternative was for most Condominium Owners to pay the full storage rate to the Marina. **The oversized boat fee is calculated as the boat length less the catwalk length times the beam times the Marina winter outside storage rate.**
- Marina charges a user fee (calculated as a dollar amount per foot on the length of the Boat) to everyone who uses plastic shrink-wrap on his Boat while stored within Belle Maer Harbor.** Said fee will be collected from contractors upon installation of the shrink-wrap or from the Boat owner if the plastic is self-installed. **This fee is due each year even if the plastic is re-used or if the boater takes his plastic home for disposal.** The fee is used to offset the expense and labor involved with the cleanup during fall installation and spring removal as well as the ultimate disposal of the plastic. The users as a group must bear the costs of properly handling a material which must be treated by Belle Maer Harbor as a hazardous material.
- Marina reserves the right to measure all Boats. Length of Boat for purposes of winter storage will be the overall length of Boat including any appenditures thereto (i.e., swim platform, outriggers, o/b motors, bow pulpits etc.) Beam will be widest measurement of Boat.**
- Owner/Lessee agrees not to hold Marina liable for any loss caused by any delay in launching winter storage transporting or commissioning caused by weather or any other event beyond the control of Marina provided said loss is not caused by the gross negligence of the Marina or its agents and/or employees.**
- OWNER/LESSEE ASSUMES SOLE RESPONSIBILITY FOR THE WINTERIZATION OF BOAT PLUMBING AND ENGINE, FOR THE REMOVAL OF ALL LOOSE ACCESSORIES AND EQUIPMENT (OTHER THAN STANDARD FIXED EQUIPMENT) INCLUDING HULL PLUGS, AND INSTALLATION OF OUTSIDE STORAGE WINTER COVERS. OWNER/LESSEE ALSO ASSUMES SOLE RESPONSIBILITY FOR DAMAGE AND/OR THEFT INVOLVING SAME.** It is recommended where possible that electronics, props and other personal property be taken home for the winter. Neither the Marina nor the Condominium Association is responsible for any theft or damage to the Boat or personal property while stored on Marina or Condominium property. Any personal property left at the Marina should be clearly marked so that the owner can be identified.
- The Owner/Lessee (or Lessee) understands and agrees that he shall be solely responsible for insuring against all liabilities and other risks to, and relating to, his Boat and his personal property stored at the Marina.** The Marina (or Lessor) shall not be liable or responsible, in any way, for any loss, liability, damage or injury suffered to the Owner/Lessee's Boat, other property, or to any person, by or in connection with the haul-out and/or storage of the Owner/Lessee's Boat, including, without limitation, all actual, consequential, exemplary, punitive, incidental or other damages and losses. The Owner/Lessee expressly acknowledges and agrees that the Marina's haul-out and/or storage of the Owner/Lessee's Boat does not create an expressed, constructive or implied bailment agreement between the Owner/Lessee and the Marina, and the Marina does not warrant the protection, maintenance, condition or safety of the Owner/Lessee's Boat during haul-out and/or storage. The Owner/Lessee shall rely solely on his own insurance coverage for any and all such damages and losses that shall occur during haul-out. Owner/Lessee shall indemnify, save and hold the Marina harmless from any and all liability, expenses, costs, damages and/or losses of any kind arising out of injuries to any person or persons (including death) or damage to any property of any kind in connection with the haul-out of Owner/Lessee's Boat and the storage of said Boat anywhere on the Premises of the Marina.
- Owner/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/Condominium fully insured with an insurance policy covering the Vehicle, Boat, Watercraft and all personal property of the Owner/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/Condominium by Owner/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/Condominium; (iv) or the actions of Owner/Lessee, whether or not involving the negligence or alleged negligence of the Owner/Lessee, including but not limited to all damages caused to the Marina/Condominium property or to any property of a guest of the Marina/Condominium or to any person employed by the Marina/Condominium or any other person or entity. Owner/Lessee's liability insurance coverage so described must include: (A) full replacement cost coverage for property of Marina/Condominium, without deduction for depreciation, and (B) coverage for all economic losses sustained by Marina/Condominium, 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 Owner/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. Owner/Lessee agrees that each insurance policy carried by Owner/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/Condominium in connection with any loss or damage covered by such policy. Owner/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 Owner/Lessee's Boat, or other Watercraft.
- Owner/Lessee shall indemnify and hold Lessor and the Marina/Condominium 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/Condominium, without deduction for depreciation; (B) all economic losses sustained by Marina/Condominium, 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 Condominium, 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/Condominium by Owner/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/Condominium; (iv) the actions or alleged actions of Owner/Lessee or the failure or alleged failure of Owner/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 Owner/Lessee, including but not limited to all Damages caused to the Marina/Condominium property or to any property of a guest of the Marina/Condominium or to any person employed by the Marina or Owner/Lessee or any other person or entity. Owner/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, Owner/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 Owner/Lessee or their guest.
- Trailered boats brought to the Marina/Condominium for winter storage are to be placed in the front parking lot. As noted in Paragraph #3 above, parking areas within the Condominium are not reserved for the winter storage of the Boat and it is therefore necessary for Marina personnel to move the Boat from the front parking lot and place the Boat on Marina or Condominium property for winter storage. It is also necessary for Marina personnel to place the Boat back in the front lot for spring pick up by the Lessee. A flat \$100.00 is added to the Application charges for these Boat moving services.
- This Application shall serve as notice of a possessory lien granted to Marina under the Michigan Marina and Boatyard Storage Lien Act, Public Act 362 of 1998, as amended, and the possessory lien may be enforced in accordance with such Act. Lessor shall have the right to refuse to launch the Boat or delivery of any item or refuse to permit them to be removed from the premises until all of the terms of the Application have been fulfilled.**
- Owner/Lessee agrees to reimburse Marina for reasonable attorney fees and costs relating to a suit or other collection efforts by Marina against Owner/Lessee to collect any amounts due under this Application or any amounts due and secured by the liens described in paragraph twelve (12) of this Application.
- This Application and any rights granted herein to the Owner/Lessee shall not be assigned or transferred.
- Owner/Lessee agrees to comply with the Environmental Requirements as published from time to time. See the Environmental Requirements for restrictions on sanding, painting, spraying, oil disposal, winterization, battery disposal, bilge water, shrink wrap, insurance, bottom washing and porta potties. **There will be no power washing of Boats inside the marina by Boat owners. All power washing must be performed by Marina personnel at the hoist area where an environmental water collection and filtration system has been installed to collect bottom paint and other residue from power washed Boats. Marina is not responsible for any paint or stripes removed during bottom washing and unpainted bottoms may still show some residue after washing.**
- It is mutually understood and agreed that all terms and provisions contained in this Application are severable and that in the event any of them shall be held to be invalid by any competent court, this Application shall be interpreted as if such invalid term or provision or covenant were not contained in this Agreement. 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).

GENERAL STORAGE CONDITIONS

- Winter Storage Restrictions:**
(1) all batteries must be disconnected or removed, (2) all heads and holding tanks must be pumped out and back flushed, (3) DO NOT FILL your fuel tank more than three quarters (3/4) full (room must be left for expansion) to prevent overflows, (4) no living aboard any Boat while winter stored on Marina premises, (5) no stored Boat may be plugged into electrical power while the Boat is left unattended for any purpose including the operation of a heating device, and (6) the use of any open flame device, toxic chemicals, or any other hazardous equipment or materials in the storage or docking area is prohibited. In the event of any dispute, claim, question, or disagreement arising out of, or relating to, this Application, the parties shall use their best efforts to reach a resolution.
- All Condominium Lessees must remove their Boats from the Condominium in accordance with the term of their Condominium Lease Agreement. **Absolutely all boats must be removed from land by Friday preceding Memorial Day. After that date, the Boat owner will be charged a \$100.00 fee and the Marina is authorized to move any remaining Boats on the Condominium land to another storage area on the Marina premises at the Boat owner's expense. A daily storage charge equivalent to the Marina summer well charges are payable to the Marina in cash prior to the launching of the Boat.**
- Access to the yard during the winter will be restricted to daylight business hours. The Marina gate will be locked after dark. Water is turned off to all wells approximately the third week in October and is turned on again when weather permits in the spring. Weather forecasts could accelerate or delay the fall winterization.**
- Owner/Lessee agrees that while the Boat is moored or stored on Marina 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 Owner/Lessee first notifies the Marina of the time and nature of said labor or installation and then only to the extent that the Owner/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 Marina harmless therefrom and to provide Marina with proof of adequate insurance coverage.
- In the event of emergency affecting the Boat or other Boats or persons or property, the Marina, in its sole discretion, reserves the right to move the Boat provided that Marina shall not be required to provide this service. In the event such service is provided, Owner/Lessee will be billed at Marina prevailing rates for the service rendered, posted in the Marina office and Owner/Lessee shall be required to pay all costs incurred by Marina on Owner/Lessee's behalf. Owner/Lessee shall indemnify and hold Marina safe and harmless from any and all liability, injury, loss or damage caused by or resulting to Owner/Lessee's Boat due to an emergency situation.**
- Owner/Lessee shall be responsible for the conduct of Owner/Lessee's guests on the Boat and on the Marina premises and **Owner/Lessee shall indemnify, save and hold the Marina harmless from any and all liability, expenses, costs, damages, and/or losses of any kind arising out of injuries to any person or persons (including death) or damage to/theft of any property of any kind caused or suffered by the Owner/Lessee's family, invitees, licensees or contractors.**
- Noise shall be held to a minimum. Owner/Lessee shall use discretion in operating motors, generators, or accessories capable of producing loud noise so as not to create a nuisance.
- Owner/Lessee will be liable for any damage to the marina grounds from use of antifreeze, gas, oil or any other substance** and Owner/Lessee shall indemnify, save and hold the Marina harmless from any and all fines, penalties, costs and/or expenses (including reasonable attorney's fees and costs) incurred by Marina as a result of claims, demands, causes of action and actions, suits, rights and damages, whatsoever, whether in law or in equity 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 the Owner/Lessee, its agents, employees, licensees or invitees, in on under above or about the Marina, and for injuries sustained or other tort actions brought for claims arising out of the Owner/Lessee's failure to remove such toxic wastes, pollutants, and/or chemicals from the Marina. Such indemnification shall include any and all costs or removal of the toxic wastes, pollutants and/or chemicals disbursed by the Owner/Lessee, its agents, employees, licensees, or invitees.
- Owner/Lessee is responsible for all electric charges.** It is the responsibility of the Lessee to contact DTE Energy and have the meter turned off if they wish to turn the power off for the winter. Lessee is responsible for all electric charges through the term of their Lease Agreement.
- Owner/Lessee agrees to abide by the General Rules, Environmental rules and Security Rules as available from from the Marina office or the Marina website.**

WINTER SECURITY RULES SUMMARY

The guard monitors entry at the front gate from his booth. During the winter, the front gates are open only during daylight hours. After dark the gates are locked. No one is permitted access into the Marina, or allowed to remain inside of the Marina, after dark during the winter.

The rights of Members extend only to their family who reside with them at their residential address. All Members may obtain a Marina photo ID membership card. Members will be granted access into the Marina during the winter season by presenting their photo ID membership card to the guard.

All service providers, contractors, and laborers must first report to the Marina office. Contractors working inside the Marina are not guests and impose additional potential liabilities on Members and on the Marina. All service providers, contractors, and laborers planning to work in the Marina outside the normal business hours of the Marina office may do so only if arranged in advance through the Marina office during normal business hours. Outside service providers, contractors, and laborers are allowed access to the Marina upon meeting the conditions, listed in the Marina Security Rules including proof of insurance and payment of the established Marina usage fee.