

BELLE MAER HARBOR

For Office Use Only

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

2017 WINTER STORAGE APPLICATION

Well # _____ 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. _____

Lessee agrees to store the above described boat subject to the conditions, charges and terms set forth below and the back of this Application:
 THIS APPLICATION COVERS WINTER STORAGE FOR THE PERIOD FROM OCTOBER 1, 2017 TO MARCH 31, 2018. ANY BOAT LEFT IN STORAGE AFTER APRIL 15, 2018 WITHOUT A SUMMER 2018 AGREEMENT WILL BE SUBJECT TO A DAILY STORAGE CHARGE EQUIVALENT TO 2018 SUMMER WELL RATE FOR THE BOAT DESCRIBED ABOVE. ABSOLUTELY NO BOATS ARE ALLOWED ON LAND AFTER THE FRIDAY PRECEDING MEMORIAL DAY. ANY BOATS LEFT ON LAND AFTER THAT DATE WILL BE SUBJECT TO A \$100.00 FEE AND REMOVAL TO ANOTHER STORAGE AREA AT LESSEE'S EXPENSE.

STORAGE OPTIONS:	OUTSIDE	INSIDE COLD	INSIDE HEATED
Boats (includes hoist fees)	\$2.75 / sq. ft. (1)	\$5.35 / sq. ft. (2)	\$8.10 / sq. ft. (2)
Boats on trailers (no hoist services)	\$2.10 / sq. ft. (3)	\$3.85 / sq. ft. (3)	\$6.40 / sq. ft. (3)
PWC's on trailers (no hoist services) (double trailer is two PWC's)	\$80.00 ea. (3)	n/a (3)	\$315.00 ea. (3)
Golf Carts	\$80.00 ea. (10)	\$300.00 ea. (3)	n/a (3)

SERVICES:	COST
Hoist Fees (includes relaunch in spring)	\$6.10 / lin. ft.
Shoring - Powerboats (\$175.00 minimum)	\$5.00 / lin. ft.
Shoring - Sailboats (\$350.00 minimum)	\$15.00 / lin. ft.
Power Bottom Wash	\$0.38 / sq. ft. (8)
Trailer Boat Handling (See ¶ 11 on reverse side)	\$100.00 (12)
Shrink Wrap User Fee (See ¶ 22 on reverse side)	\$0.90 / lin. ft. (4)

- NOTES:**
- (1) Shoring must be added. Bottom wash is optional.
 - (2) Hoist fees, shoring & bottom wash all included in the square foot price above
 - (3) Storage only. No other services provided.
 - (4) Plastic is a hazardous material to marine life and boat engines. (See ¶ 22 on reverse side.) This fee is due each year even if the shrink wrap is re-used.
 - (5) \$50.00 surcharge for boats not scheduled by October 15 for haulout on or before October 31.
 - (6) \$50.00 rescheduling fee should a scheduled appointment be broken without 24 hours notice.
 - (7) \$50.00 overtime charge for boats added to the launch schedule for any launch time later than 3:30 pm.
 - (8) Power washes of boat bottoms which are not painted may still show some residue. Marina is not responsible for any paint removal during bottom washing. See ¶ 23.
 - (9) See ¶ 12, 13 & 14 on reverse side for Winter Storage restrictions. Building preferences will be acknowledged but cannot be guaranteed.
 - (10) Outside golf cart storage charge of \$80 is only applicable to any rental customer who does not winter store his boat with the Marina, but leaves his golf cart for winter.
 - (11) No winterization or boat cover services offered by Lessor. See ¶ 3 on reverse side.
 - (12) Trailered boats delivered to Marina front lot do not incur hoist fees, but there is a \$100.00 fee for Marina to move boat into Marina for storage and back in spring for Lessee pick up.

STORAGE PRICING CALCULATION	COST
Service Type (check box): <input type="checkbox"/> Hoisted Boat <input type="checkbox"/> Boat on Lessee Trailer <input type="checkbox"/> PWC on Trailer <input type="checkbox"/> Golf Cart	
Shoring <input type="checkbox"/> Power \$5.00/lin. ft. (min. \$175.00) <input type="checkbox"/> Sail \$15.00/lin. ft. (min. \$350.00)	\$ _____
Power Bottom Wash <input type="checkbox"/> @ \$0.38/sq. ft.	\$ _____
Inside Storage (Hoisted Boats) <input type="checkbox"/> Heated @ \$8.10/sq ft <input type="checkbox"/> Cold @ \$5.35/sq ft (including hoist, shoring & bottom wash charges)	\$ _____
Outside Storage (Hoisted Boats) <input type="checkbox"/> \$2.75/sq. ft.(does not include shoring or power wash).	\$ _____
Storage (Boats on Trailers) <input type="checkbox"/> Outside \$2.10/sq. ft. <input type="checkbox"/> Inside Cold \$3.85/sq. ft. <input type="checkbox"/> Inside Heated \$6.40 /sq. ft..	\$ _____
Boat on trailer handling fee (See ¶ 11 on reverse side) <input type="checkbox"/> \$100.00.	\$ _____
PWC on Trailer <input type="checkbox"/> Outside @ \$80.00 per PWC <input type="checkbox"/> Inside Heated @ \$315.00 per PWC.	\$ _____
Golf Cart <input type="checkbox"/> Outside @ \$80.00 ea. <input type="checkbox"/> Inside Cold @ \$300.00 ea. (Only 22 spots in Pavilion Bldg.)	\$ _____
TOTAL CHARGES (If applicable, the summer credit toward winter storage will be applied to the Agreement)	\$ _____
DEPOSIT WITH THIS APPLICATION (Minimum 20% non-refundable deposit required)	\$ _____

PAYMENT TERMS

Due Dates: 20% upon application (non-refundable) / 75% by haulout / 100% by November 1, 2017

Cancellation Terms: 20% deposit is non-refundable. There are no refunds after a boat has been hauled out, or after 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 CARD REQUESTS (NEW OR WINTER ONLY CUSTOMERS)
(Membership cards are used for multiple seasons so do not discard. Replacement cost is \$25.00)

Name _____	Relationship to Boat Title Holder _____
_____	_____

ACKNOWLEDGEMENTS

Lessee certifies that the printed matter on both front and back of this Application has been read and the terms set forth are fully understood. Lessee further certifies that this Application will serve as the storage agreement until such time as the Agreement is printed by the Lessor and signed by the Lessee.

AGREED AND ACCEPTED

_____ Lessee Signature	_____ Date
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*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.

OFFICE USE ONLY:
Date Appl. Rec'd _____
Customer Acct.# _____
Summer Well # _____
BUC Page # _____
Date _____

2017 WINTER STORAGE APPLICATION CONDITIONS

1. Winter Storage starts October 1st and ends March 31st. Any boats remaining after April 15 without a summer Agreement will be subject to a daily storage charge equivalent to the next summer's well rate for that size boat. Absolutely no boats are allowed on land after the Friday preceding Memorial Day. Any boats on land as of that date will subject the Lessee to a \$100.00 fee. In addition, the boat may be moved to another storage location area with Lessee paying all moving costs and a daily storage charge. All rates include relaunching in spring.
2. 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.
3. **LESSEE ASSUMES SOLE RESPONSIBILITY FOR THE DRAINING 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. 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.
4. Lessee agrees that scheduling of haulouts will be made on a first come, first served basis Monday through Friday from 8:30 a.m. to 2:30 p.m. The Lessee or his agent should report to the Marina office 1/2 hour in advance of his scheduled haulout time in order to pay any balances due and to pick up his haulout work order. The Lessee or his agent is responsible for having the boat to the hoist at the scheduled haulout time. A \$50.00 rescheduling fee will be charged should a scheduled appointment be broken without 24 hours notice.
5. Lessee agrees not to hold Lessor 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 Lessor provided said loss is not caused by the gross negligence of the Lessor or its agents and/or employees.
6. Noise shall be held to a minimum. Lessee shall use discretion in operating motors, generators, or accessories capable of producing loud noise so as not to create a nuisance.
7. 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.
8. 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.
9. Lessee will be liable for any damage to the Marina grounds from use of antifreeze, gas, oil or any other substance and 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 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 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 Lessee, its agents, employees, licensees, or invitees.
10. 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.
11. Trailered boats brought to the Marina for winter storage are to be placed in the front parking lot. The trailered boat storage rate has been reduced to reflect there is no need for hoist charges and shoring. As noted in Paragraph #16 the Boat will be placed anywhere in the Marina at the discretion of the Marina. This is necessary primarily because boats are placed for winter storage in the order that they are hauled out or brought to the Marina via trailer. It is therefore necessary for Marina personnel to move the Boat from the front parking lot and place it on the Marina premises 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 storage rate calculation for these Boat moving services.
12. **Common Inside & Outside Winter Storage Provisions: (1) all batteries must be disconnected or removed for storage, (2) all heads and holding tanks must be pumped and back flushed, (3) DO NOT fill your fuel tank more than three quarters (3/4) full to leave room for expansion thereby preventing overflows, (4) no living aboard any boat while winter stored, (5) no boat may be left plugged in while 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 area is prohibited.**
13. **Additional Inside winter Storage Provisions: (1) Due to time constraints and the order in which boats must be placed inside of the buildings, some inside heated stored boats may not be placed into a building until the second week in November when haulout has been completed, (2) Building preferences will be acknowledged but cannot be guaranteed. The size and height of the boat often dictates in which building that boat will be stored. (3) The launch of your boat in the spring could be delayed depending on when the boats in front of your boat have scheduled launches. If you launch early each spring please make a request to be placed near the door. Likewise, if you launch late each spring request a placement in the back of the building, (4) Lessor reserves the right to move outside any boat previously inside wintered stored after March 31st. In such cases, Lessee will be notified and Lessee is solely responsible to protect the boat against any adverse weather conditions, (5) No smoking is allowed in any buildings, (6) No painting or sanding is allowed inside of any Marina storage building, (7) Any other maintenance to be performed inside of a Marina storage building must be pre-approved by Marina management, and (8) The square footage used on the Application and Agreement is for the sole purpose of establishing the cost of storage for that boat. That boat is not being allotted that much square footage inside of the building. When boats are placed into the buildings it is common practice to have some boats overhanging the boat below and to have boats and golf carts stored partially under other boats.**
14. **Any maintenance projects anticipated to be performed while a boat is inside winter stored at the Marina must be pre-approved by the Marina Harbormaster prior to the execution of a Winter Storage Application and an Inside Winter Storage Agreement. Maintenance allowed to be performed in the inside storage buildings is very limited. Customers expect for their boats to stay clean while inside winter stored and there is not much room between boats to allow for maintenance. The Marina does work with its inside winter storage customers to perform maintenance not allowed inside of our storage buildings by either leaving the boat outside for maintenance after the fall haulout and prior to the placement of the boat into a building for the winter, or by moving the boat outside in the spring for maintenance before the boat is taken to the hoist for launch.**
15. **Lessor reserves the right to measure all boats. Length of boat for purposes of calculating 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.**
16. **Lessor reserves the right to store boat on its premises at any location as determined in the sole discretion of Lessor.**
17. Lessor does not assume any responsibility or liability to the Lessee for any loss or damage to said boat or any other personal property or contents thereof placed with Lessor for dockage, storage, sales, repairs, 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, that 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.
18. 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.
19. 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 general rules and regulations posted by the Lessor from time to time for the operation of the said premises, the Lessor shall have the right to cancel this Agreement 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 this Agreement shall not be construed as a waiver of any subsequent violation or violations.
20. If Lessee fails to remove in a timely manner the boat and equipment from the winter or dry storage space at the termination of this Agreement, Lessor shall have the option of:
 - (a) Charging Lessee daily rent on a pro rata basis for the space occupied based upon the next summer's well rates, or
 - (b) Moving the boat to another storage facility at the Lessee's expense, or
 - (c) Pursuing any other remedy available under the law.
21. Lessee agrees that past due balances will be assessed a fifteen dollar (\$15.00) administrative late charge per month until paid in full.
22. Belle Maer Harbor 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. 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.
23. 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 stripe removal during bottom washing.**
24. Lessee shall be responsible for the conduct of Lessee's guests on the boat and on the Marina premises and 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 Lessee's family, invitees, licensees or contractors.
25. This Agreement and any rights granted herein to the Lessee shall not be assigned or transferred.
26. 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 this Agreement or any amounts due and secured by the liens described in paragraph twenty seven (27) of this Agreement.
27. 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.
28. In the event of any dispute, claim, question, or disagreement arising out of, or relating to, this 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).
29. Each Well on B-Row, N-Row and in the Condominium is separately metered for electric power usage. The Lessee in any Well that is separately metered is also responsible to contact DTE Energy to take the meter out of the Lessee's name upon termination of the Lease or for the winter period should Lessee opt to turn off power to the Well during winter storage. DTE will bill the electric power usage to the Lessee and Lessee will pay for all electric charges directly to DTE. Lessee is responsible for all electric power usage on that meter for the term of Lease.
30. Lessee agrees to abide by the General Rules, Environmental Rules and Security Rules as available from the Marina office or the Marina website.

WINTER SECURITY RULES AND 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.