

St. James Township - Beaver Island Municipal Marina
2023 SEASONAL SLIP RENTAL AGREEMENT
 By authority of Part 781 of Act 451, P.A. 1994, as amended.

Name (Owner) Date	
Address Telephone	Home: Cell:
City, State, ZIP	Email:

Boat Name	Boat Make/Year Registration Number Length (Include Accessories)
Power	Sail Beam Draft

Insurance Company Name Policy Number

This agreement between St. James Township and the agreement holder listed above is subject to the following terms and conditions:

1. This agreement is for a rental of a boat slip for the 2023 boating season.
2. This agreement is only for the owner of the specific boat described above. The slip may not be assigned to any other person, entity, or boat without the advance written consent of St. James Township. Slip assignment will be determined by the harbormaster to maximize dock space for all boaters.
3. You agree to comply with the terms and conditions of this agreement, the rules and regulations of the township harbor facilities and any other reasonable regulations as the township may publish, post, and/or distribute. In addition to all rules and regulations that must be followed: 1. You may not store supplies or accessories on a dock structure; 2. You may not make any alterations to a dock structure; 3. You may not ignite or maintain a fire on any dock structure for cooking or any other purpose; 4. You may not make major repairs on a boat, except with the permission of the harbormaster; 5. You may not use a dock structure for the purpose of fishing, diving, jumping, swimming, or bathing in the water adjacent to a dock structure.
4. You agree to comply with all of the following: laws; all police, fire, and sanitary regulations; all other ordinances of the municipality, county, State of Michigan, and any other governmental authority having jurisdiction over the marina premises.
5. The seasonal rental of the boat slip is for recreational use only. Any commercial use of the boat or boat slip is a violation of the agreement and may result in the termination of the agreement. 6. Dinghies or other auxiliary craft may be stored in the slip as long as its storage does not extend beyond the boundaries of the slip and must be removed from the slip when the boat is out of the harbor for more than one day.

7. The harbor is staffed by township personnel according to the schedule listed below in this agreement. Utilities and services will be provided according to this schedule. Boat and store at your own risk outside of the schedule listed below. The township assumes no liability for any loss, injury, or damage arising out of the occupancy of the slip. St. James Township reserves the right to adjust the staffing and services indicated in the schedule below in the event of an emergency, facility breakdown, or personnel shortages.
8. Car parking will be designated by the harbormaster.
9. The boat must be covered by an insurance policy (hull coverage and protection and indemnity liability coverage). The name of the insurance company and policy number must be provided to St. James Township on this agreement. If requested by the township, proof of insurance must be presented to staff.
10. St. James Township has the right to terminate this agreement, without cause, by giving notice in writing 72 hours in advance. If St. James Township terminates this agreement, the holder may be entitled to a prorated refund of fees paid. NO refund shall be given if the reason for the termination of this agreement is due to any of the following: 1. Violation of any of the terms and conditions of this agreement; 2. Violation of the rules and regulations at the harbor facility; 3. Violation of any other reasonable rules and regulations that the township may publish, post, and/or distribute.
11. If this agreement is terminated by the owner, a 72-hour notice must be given to the township. If you wish to terminate this agreement prior to June 1, 2022 you are eligible to receive a refund of 50% of the fee paid. Terminations after June , 2022 are not eligible for a refund.
12. If you sell your boat and purchase a new boat that requires a larger or smaller boat slip than you are currently renting, you may transfer your slip rental to a new size boat slip if one is immediately available and there is not a waiting list for the new size boat slip. If there is a waiting list for the size of the boat slip you wish to change your rental to, then you forfeit your existing spot and you move to the bottom of the waiting list for the new spot. This is at the discretion of the harbormaster. PR3230 (Rev. 04/30/2019)
13. The boat and all equipment must be removed from the harbor facility at the end of the harbor facility's season. If your boat and all your equipment is not removed, the township may charge you a daily fee for the slip occupied or pursue any other remedy available under the law.
14. In the event of an emergency that may affect personal property, the township, although not required to, reserves the right to move the property to minimize any potential damage. 15. This harbor facility promotes and celebrates the prevention and reduction of pollution from marinas and the surrounding areas. You agree to voluntarily improve and maintain Michigan's waterways by reducing and eliminating releases and discharges of harmful pollutants, sediments, nutrients, general refuse, and anything else that may negatively impact aquatic environments.
16. The agreement holder hereby releases, waives, discharges and covenants not to sue St. James Township, its departments, officers, employees and agents, from any and all liability to the agreement holder, its officers, employees and agents, for all losses, injury, death or damage, and any claims or demands thereto, on account of injury to person or property, or resulting in death of the agreement holder, its officers, employees or agents, in reference to the activities authorized by this agreement. The agreement holder shall report to the harbormaster or unit supervisor/manager any incident that may result in personal injury or property damage. Within 24 hours of any incident, the agreement holder shall report in writing to the harbormaster or unit supervisor/manager on forms provided to them at the time of reporting. Incidents resulting in

serious personal injury, death, or property damage estimated to exceed \$100 are to be reported to the harbormaster or unit supervisor/manager immediately, by telephone or in person. A written report is to follow as described above.

17. The agreement holder hereby covenants and agrees to indemnify and save harmless, St. James Township, its departments, officers, employees and agents, from any and all claims and demands, for all loss, injury, death or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to (1) issuance of this agreement; (2) the activities authorized by this agreement; and (3) the use or occupancy of the harbor facilities which are the subject of this agreement by the agreement holder, its employees, contractors, or its authorized representatives.

Specific Harbor Instructions to Boaters:

Agreement holder assumes sole responsibility for maintaining the boat's secure attachment to the dock. Agreement holder agrees to comply with any temporary closures to the harbor facilities, due to renovations or other unforeseen circumstances.

ESTIMATED SCHEDULE OF SERVICES FOR 2023

NORTH	Attendants	Restroom/Showers Electricity Water, Pump-out	Fuel
Start Dates	5/15/2023	5/15/2023, N/A	5/15/2023
End Dates	9/30/2023	9/30/2023, N/A	9/30//2023

SOUTH	Attendants	Restroom/Showers Electricity Water, Pump-out	Fuel
Start Dates	6/10/2023	6/10/2023	N/A
End Dates	9/4/2023	9/4/2023	N/A

Signature of Boat Owner/Permittee Date

Harbormaster, St. James Township Date