



2020 MARINE BERTHING LEASE

13400 Middle Gibraltar Rd
Gibraltar, MI 48173
734-676-6633
info@humbugmarina.com

This lease is made on _____, between Humbug Marina, located in Gibraltar, MI, hereinafter referred to as the Marina, and Name: _____, hereinafter referred to as Boat Owner, Address: _____ City: _____ State: _____ Zip: _____ PH #1: _____ PH #2: _____ Email: _____ Year: _____ Make/Model: _____ Boat Name: _____ Overall Length (inc. bow pulpit, swim platform, etc): _____ Beam: _____ Registration #: _____ Dock/Slip: _____

PLEASE INITIAL BELOW: It is mutually agreed that the following terms and conditions shall govern the entire transaction and that said terms and conditions shall constitute the entire agreement and contract between the parties.

_____ ****2020 SEASON**:** The docks are leased "as is". Although work orders can be requested for repairs (ie: boards, cleats, etc), no provisions will be made to the docks and/or slips, AND, if applicable, the power may need to be turned off due to this year's potential high water.

_____ 1. **RENTS & FEES:** The sum of \$ _____ shall be paid by Boat Owner to the Marina for the use of the berthing space for the period commencing on the effective date, and continuing through and including NOVEMBER 10, 2020. **NOTE! IF LEASE IS NOT PAID IN FULL BY MAY 1, 2020, DEPOSITS WILL BE FORFEITED, LEASE WILL BE TERMINATED AND SLIP WILL BE OPEN TO PUBLIC.**

_____ 1a. **NON-REFUNDABLE:** Deposits on berthing space and/or berthing spaces paid in full are completely non-refundable. Transfer of berthing lease ownership is at the discretion of the Marina Office and will be accompanied by a non-refundable transfer fee.

_____ 2. **REGISTRATION AND INSURANCE:** The Marina requires Boat Owner to provide copy of registration or boat ownership upon completion and payment of Marine Berthing Lease. Boat Owner hereby agrees to provide complete liability and casualty insurance and further acknowledges that the Marina does not provide any insurance protection whatsoever. Boat Owner also hereby agrees to provide the Marina proof of insurance upon request.

_____ 3. **ELECTRICAL:** For metered wells, boat owner agrees to pay flat rate of .15 per kwh for all electrical consumed by boat owner's vessel. Marina agrees to keep a record of the electrical consumed by Boat owner. Transient dockage customers have electrical included in transient rate.

_____ 4. **BOAT OWNER'S LIABILITY; INDEMNITY OF MARINA:** Boat Owner covenants to exercise due care and occupation of the leased berthing slip, and to vacate the slip in good condition. Wear and tear occasioned by normal use only accepted. Boat owner shall indemnify and hold harmless the Marina from and against all claims, actions, proceedings, damages, and liabilities, including attorney fees arising from or connected with the Boat Owner's possession and use of the leased berthing space.

_____ 5. **LIMITATION OF MARINA'S LIABILITY:** Boat Owner acknowledges that he/she has inspected the leased berthing space and is satisfied that the berthing space is adequate for safe mooring of the vessel. This contract is not a bailment of the Boat Owner's boat, but is a lease of a berthing space, and the Marina's liability is limited to the maintenance of the waterfront area. Marina employees will make reasonable efforts to contact the Boat Owner and notify him/her of dangerous conditions requiring Boat Owner's attention, but the Marina assumes no responsibility for tending to mooring lines and/or moving boats to and from the assigned berths.

_____ 6. **VESSEL SECURITY:** This lease is for the rental of a berthing space only, such space is to be used at the sole risk of the Boat Owner of the vessel, and Marina shall not be liable or responsible for the care or protection of the boat (including gear, equipment, and contents), nor for any loss or damage, whatever kind or nature, to the boat, its contents, gear, or equipment, howsoever occasioned.

_____ 7. **PARKING LOT:** Marina maintains a parking lot for the gratuitous use by Boat Owner at risk of Boat Owner. Boat Owner is entitled to leave one (1) automobile in the parking lot while on board the boat. Additional automobiles may be left in the parking lot only with the prior permission of the Marina. Guests should park a distance away from the docks as to allow enough parking for seasonal well holders. All automobiles are left at the owner's risk.

_____ 8. **EXTRA ACCESSORIES:** Boat Owner agrees to keep parking spaces and walkways free from personal belongings, including but not limited to, trailers, grills, bikes, tables/chairs, kayaks, coolers, dock boxes, etc.

_____ 9. **HAZARDOUS ACTIVITY:** Boat Owner agrees not to engage in hazardous activities on Marina property, including but not limited to spray painting, welding, fireworks and burning, which are strictly prohibited in the Marina.

_____ 10. **POSSESSORY LIEN ON BOAT:** Owner acknowledges that Humbug Marina claims a possessory lien on the vessel pursuant to the Michigan Marina and Boatyard Storage Lien Act 1998 PA 362 (MCL 570.372 et seq.). Owner further acknowledges that the amounts owed to Humbug Marina, and secured by this lien, include, but are not limited to (i) storage fees incurred as a result of owner's failure to timely remove the boat from Humbug Marina, including, but not limited to, moving costs.

_____ 11. **AMENDMENT OF TERMS AND CONDITIONS:** Marina reserves the right to alter or amend the terms and conditions of this lease and license from time to time by (a) written notice to Boat Owner, and or (b) prominent publication by notice on Marina grounds. No failure of the Marina or its employees to enforce any of the terms and conditions of this agreement is or shall be a waiver of such terms and conditions in the absence of an express written waiver by the Marina.

_____ 11a. **HUMBUG GENERAL AND SAFETY RULES:** In addition, by the execution of this agreement, Boat Owner acknowledges that he or she has received, read, understands and will comply with the Humbug Marina General and Safety Rules in effect on the date of this agreement. A violation of said rules shall constitute a breach of this agreement and can result in termination of this agreement.

WINTER STORAGE FOR 2020-2021 SEASON:
 YES: INDOOR (not guaranteed)
 OUTDOOR
 NO
 UNDECIDED

Sign: _____ Date: _____