



2022 MARINE BERTHING LEASE

13400 Middle Gibraltar Rd

Gibraltar, MI 48173

734-676-6633

info@humbugmarina.com

This lease made on _____, between Humbug Marina, located in Gibraltar, MI, hereinafter referred to as the Marina, and Name (Watercraft Owner): _____, hereinafter referred to as Watercraft 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.

1. **RENTS & FEES:** The sum of \$_____ shall be paid by Watercraft 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, 2022.



NOTE! IF LEASE IS NOT PAID IN FULL BY MAY 1, 2022, 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 \$250 transfer fee.

2. **REGISTRATION AND INSURANCE:** Watercraft Owner will provide copy of registration/vessel ownership upon completion and payment of Marine Berthing Lease. Watercraft Owner acknowledges that the Marina does not provide any insurance protection whatsoever, and agrees that watercraft, its contents and equipment including but not limited to motors, outdrives, etc will be insured at all times for direct physical loss including but not limited to fire and theft, and watercraft liability with limits of not less than \$500,000/occurrence and will furnish Marina with a certificate of insurance. Marina assumes no liability for fire, theft, or damage of any type or nature, to any watercraft, vehicle or any other items brought onto Marina premises rising out of or connection with the use of its facilities, and watercraft owner hereby holds harmless and indemnifies marina from any and all property or liability losses and waives any rights of subrogation of its insurer(s) may have or allege to have against the Marina.

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

4. **WATERCRAFT OWNER'S LIABILITY; INDEMNITY OF MARINA:** Watercraft 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. Watercraft 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 Watercraft Owner's possession and use of the leased berthing space.

5. **LIMITATION OF MARINA'S LIABILITY:** : Watercraft 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. The docks are leased "as is". Although work orders can be requested for repairs (ie: boards, spickets, etc), no provisions will be made to the docks and/or slips in regard to high water level or nuisances beyond our control. This contract is not a bailment of the Watercraft Owner's vessel but is a lease of a berthing space, and the Marina's liability is limited to the maintenance of the waterfront area. Marina will make reasonable effort to inform Watercraft Owner of known dangerous conditions requiring Watercraft Owner's attention, but Marina assumes no responsibility for any aspect of the safety of the vessel including but not limited to tending of mooring lines and/or moving vessels 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 Watercraft Owner of the vessel, and Marina shall not be liable or responsible for the care or protection of the vessel (including gear, equipment, and contents), nor for any loss or damage, whatever kind or nature, to the vessel, its contents, gear, or equipment, howsoever occasioned.

7. **PARKING LOT:** Marina maintains a parking lot for the gratuitous use by Watercraft Owner at risk of Watercraft Owner on a first come, first served basis. Spaced are not assigned nor reserved. Watercraft Owner is entitled to leave one (1) automobile in the parking lot while on board the vessel. Guests should park a distance away from the docks as to allow enough parking for seasonal well holders. All automobiles are parked and/or left at the owner's risk.

8. **EXTRA ACCESSORIES:** Watercraft 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:** Watercraft 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 WATERCRAFT:** Watercraft 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 vessel 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 Watercraft 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, Watercraft 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.

Sign: _____ Date: _____

WINTER STORAGE 2021-2022:

- YES: INDOOR (not guaranteed)
- OUTDOOR
- NO
- UNDECIDED