

## **SISTER BAY MARINA GENERAL RULES & CONDITIONS- SEASONAL SLIP OWNER**

**DEFINITIONS:** When capitalized and used herein, the term **Marina** shall refer to the marina named above, its owner, operator and any affiliates or successors; the term **Owner** refers to the Vessel's owner, owner's agents and/or representatives; the term **Vessel** refers to the vessel's hull, equipment and all other vessel related property of the Owner when the vessel is stored at the Marina; and the term **Slip** refers to the Marina slip assigned to the Owner.

**LAWS APPLICABLE:** The parties to this contract are governed by applicable federal, state and local laws and regulations, including those of EPA, OSHA and state environmental offices.

**SLIP:** Owner may use the Slip only to moor the Vessel, and for no other purpose. Use of the Marina or the Slip for the purpose of conducting business, including chartering or otherwise renting the Vessel, is prohibited unless authorized in writing by the Marina. The Slip is non-transferrable and may not be sublet. You or your designated launcher must notify the Marina Manager 24 hours in advance of initial launching. This rule must be strictly followed. In order to keep overall costs down you must let the Dock Master know when you will be away from your slip overnight or longer. The Village reserves the right to collect a fee for daily rental of your slip when you are away from it for an extended period. Failure to notify the Dock Master of your intent to be away from your slip overnight or longer may result in you being charged the daily rental fee for the length of time you are gone.

**APPARENT OBLIGATION AND SEVERABILITY:** Due to the magnitude of potential liability, no language in the Marina's contract or associated documents authorizing the Marina to take specific actions on the Owner's behalf shall be construed to create an obligation on the Marina's behalf. The parties agree that if any part of this contract is deemed unenforceable by an administrative agency or court of law, the remainder of this document shall remain in full effect and binding upon the parties.

**APPARENT AUTHORITY:** The Marina is unable to police the various representatives of an Owner. Therefore, the Owner agrees that unless the Marina is notified in writing beforehand, anyone in possession or apparent charge of the Vessel shall be deemed to have the authority to act on behalf of the Owner, and the Marina shall be entitled to accept and act in reliance upon orders or requests of such persons for services, supplies, work or other materials of any kind for the benefit of the Vessel.

**OWNERSHIP BY ENTITY:** In the event that Ownership of a Vessel is a corporation or entity other than an individual, the person signing this contract on behalf of the Ownership shall be jointly and personally liable for all obligations of the Owner under this contract.

**ABSENCE OF SECURITY:** This contract contains no provision or obligation for the providing of on-site security, guard service or surveillance by the Marina. While the Marina will make reasonable efforts to provide as secure a facility as possible, the Owner agrees that the Marina shall not be held liable for theft or vandalism or other criminal acts taking place at the Marina.

**CONDITION OF VESSEL:** By signing this contract, the Owner represents that the Vessel is in seaworthy condition and shall not constitute a fire hazard, or they shall be removed from the Marina. The Marina assumes no responsibility for sinking or damage; however, boats may be pumped at Owner's expense.

**WHEN VESSEL IS IN DANGER:** If the Vessel is in danger as defined below, the Owner hereby authorizes the Marina to take reasonable and appropriate actions, at the Owners expense, to mitigate the danger. A Vessel shall be deemed to be in danger when it poses a threat of sinking, burning, capsizing, causing a hazard to navigation, causing unlawful pollution, causing damage to Marina property or that of other Marina customers, or if, in the Marina's judgment, the Vessel poses any similar threat. The Owner agrees to be bound by the Marina's actions and shall be fully responsible for all related expenses incurred.

**INSURANCE REQUIREMENTS:** Owner shall maintain insurance in the following amounts with responsible insurance companies reasonably acceptable to Marina: (i) Liability Policy, covering bodily injury and property damage, personal and adverting injury, and pollution liability with minimum limits of \$1,000,000 per occurrence; and (ii) Hull coverage of at least market value of the Vessel. Proof of insurance as well as a valid copy of the Vessel's state registration or federal documentation must be filed annually at the Marina office. Owner understands that such insurance amounts are minimum requirements and are not intended in any way to limit Owner's liability. The liability policy shall name Sister Bay Marina, as Additional Insureds, as its/their interest(s) may appear. Owner's insurance shall be primary and non-contributory as to Marina's policies. Owner shall obtain a written obligation on the part of each insurer to notify Marina at least 30 days before cancellation or a material change of any such insurance policies. Owner shall provide evidence satisfactory to Marina of the maintenance of all insurance coverages required under this Agreement prior to the commencement date and at least 15 days prior to each renewal of said policies. This section shall survive the termination or expiration of this Agreement.

**NOTE: Certificate of Insurance (2018) and Boat Registration (2018) Must be submitted ON or BEFORE December 31, 2017 for each Vessel before entering slip(s) at the Sister Bay Marina. NO EXCEPTIONS. ANY VESSEL(S) already in slip(s) without documentation will be towed at BOAT OWNER'S EXPENSE.**

**RELEASE:** Owner agrees that Marina, its lessor, and its designated property management company, and their respective partners, members, affiliates and subsidiaries, and all of their respective officers, trustees, directors, shareholders, employees, servants, partners, representatives, insurers and agents (collectively, "Marina Indemnitees") shall not be liable to Owner or to any party claiming by, through or under Owner for (and Owner hereby releases Marina Indemnitees from any claim or responsibility for) any injury (including death) to persons or damage to or destruction, loss, or loss of use, or theft of any property of Owner or of Owner's officers, directors, employees, agents, representatives, Owners, invitees, customers, assignees, subtenants, or contractors, or contractors (collectively, "Boat Owner Parties") located in or about the Marina or of any injury (including death) of any Boat Owner Parties caused by casualty, theft, fire, third parties or any other matter or cause, **EVEN IF SUCH LIABILITIES ARE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF ANY MARINA INDEMNITEE, BUT NOT TO THE EXTENT SUCH LIABILITIES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY SUCH MARINA INDEMNITEE.** Owner acknowledges that Marina will not carry insurance on, and shall not be responsible for damage to, any property of a Boat Owner Party. This section shall survive the termination or expiration of this Agreement.

**INDEMNIFICATION:** Subject to the waiver of subrogation below, Owner hereby agrees to indemnify, protect, defend and hold harmless the Marina Indemnitees for, from and against all liabilities, claims, fines, penalties, costs, damages or injuries to persons, damages to property, losses, liens, causes of action, suits, judgments and expenses (including court costs, attorneys' fees, expert witness fees and costs of investigation), of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or part) (i) Owner's use, occupancy or enjoyment of the Slip and Marina, (ii) any activity, work or other things done, permitted or suffered by a Boat Owner Party in or about the Slip and Marina, (iii) any breach or default in the performance of any of Owner's obligations under this Agreement, (iv) any act, omission, negligence or willful misconduct of a Boat Owner Party, or (v) any damage to a Boat Owner Party's property; **EVEN IF SUCH LIABILITIES ARE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF ANY MARINA INDEMNITEE, BUT NOT TO THE EXTENT SUCH LIABILITIES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY SUCH MARINA INDEMNITEE.**

**WAIVER OF SUBROGATION:** Marina and Owner hereby mutually waive any and all rights of recovery against one another based upon the negligence of either party or their agents or employees for real or personal property loss or damage occurring to the Slip, the Vessel, or to the Marina or any personal property located on the Marina or in the Slip from perils which are paid or reimbursed by an insurer of Marina or Owner under any fire, extended coverage or other property insurance policy maintained by Owner or Marina (or which would have been paid had the insurance required to be maintained hereunder been in full force and effect). Each party shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party. This section shall survive the termination or expiration of this Agreement.

**INVOICES AND PAYMENTS:** Invoices shall be mailed yearly. An interest charge not greater than 1.5% monthly (18% annually) or the highest rate allowed by law will be applied to any balance greater than thirty (30) days past due. The Marina reserves the right to retain the Vessel without additional legal action until such time as all debts are satisfied. Any expense associated with such retention shall accrue to the unpaid balance due and payable before release. If a Vessel leaves the Marina with an outstanding invoice due, the Marina in no way relinquishes its claim to payment or right to regain possession of the Vessel until all debts are satisfied.

The contract for a slip must be completed in its entirety including the proof of ownership and insurance (boat title, registration & copy of insurance) and submitted along with a non-refundable \$500.00 deposit by December 31<sup>st</sup>. If the information on the boat registration and title does not match the application, the Village can reassign the slip and refund the annual rental fee according to the refund policy below.

Payment for seasonal dockage may be made in two installments. The first installment for seasonal dockage will be made by February 28<sup>th</sup> – second and final installment for seasonal dockage must be made by March 31<sup>st</sup>. Payments postmarked after March 31<sup>st</sup> will be considered late and the slip may be awarded to the next person on the list. In order to qualify for the Village property owner rate you must own real property in the Village and provide the Village with the property identification number. The name on the property records maintained by Door County must match the name on the application in order to qualify for the Village property owner rate.

**END OF TERM:** The Owner agrees that the Vessel will be promptly removed from the Slip in a safe and seamanlike manner at the end of the summer dockage term. The Owner further agrees not to remove any docks, utilities or other Marina supplied parts or services when vacating the Slip. After the end of the summer dockage term, if a Vessel is left in its Slip such Vessel may be charged transient dockage at published rates for each day it remains in the Slip after the end of the term. The Marina reserves the right to haul Vessels remaining in the water after October 25<sup>th</sup> at the Owner's liability and expense. Such Vessels left in water after October 25<sup>th</sup> without prior arrangements may be considered by the Marina to be abandoned and may be sold at public auction or otherwise disposed of by the Marina in accordance with applicable State and/or Federal laws.

**VESSEL'S LEFT AT MARINA BEYOND ORIGINAL CONTRACT PERIOD:** In the event the Owner does not arrange to have the Vessel removed from the Marina property at the end of the contract period, the Marina may, but will have no obligation to, continue to store the Vessel in a manner most convenient for the Marina, and the rates charged for such storage will be the then-prevailing rates. In such an instance, all terms and conditions regarding collection costs and expenses, including the recovery of attorney's fees, will continue to apply.

**ENVIRONMENTAL SURCHARGE:** The Marina shall have the right to assess a 1.5% surcharge on all invoices to offset the cost of complying with environmental laws and regulations pertaining to the disposal of hazardous materials originating on customers' boats and to the operation of the Marina in compliance with such laws and regulations.

**LEGAL RIGHTS OF THE MARINA:** The Owner stipulates and agrees that any and all services provided by the Marina give rise to federal maritime and state liens against the Vessel for the period of time that a debt is owed under this contract. THE VESSEL AND ITS CONTENTS MAY BE SOLD AT PUBLIC AUCTION FOR THE SATISFACTION OF THESE LIENS, and the minimum bid for such auction may be set by the Marina in its sole discretion at an amount sufficient to cover all outstanding debts under this contract, including all expenses, attorney's fees and interest. The proceeds of any sale shall be applied first to the outstanding amount due and then to the expenses of such sale, including attorney's fees, with the remainder, if any, being disbursed to the Owner.

**DISPUTE RESOLUTION:** The Owner acknowledges that the withholding of payment shall not be an acceptable form of dispute resolution. In the event that the Owner and Marina are unable to agree on the amount due for services rendered, such disagreement shall be settled as follows: Any complaint about the quality, adequacy or totality of work performed shall obligate the Marina to nothing more than the correcting of such validly demonstrated defects at no additional cost to the Owner. This section shall survive the termination or expiration of this Agreement.

**DEFAULT:** If Owner breaches any term of this Agreement, all of which are a material inducement to Marina entering into this Agreement, Owner shall be in default. Upon a default by Owner, in addition to any other rights or remedies available to Marina, Marina may elect to immediately terminate this Agreement, without refund, by notice to Owner, whereupon Owner shall immediately pay all sums due to Marina and remove the Vessel from the Marina.

**RIGHT NOT TO RENEW:** The Marina retains the right not to renew this contract and/or the right to assign it to a third party. The Village cannot guarantee year-to-year leasing of individual slips, but the prior lessee will have priority. If you have been assigned a seasonal slip and wish to purchase a new boat of a different size, you must confirm in writing that the new boat will fit in your existing slip. If you purchase a new boat and it does not fit in your existing slip, you will lose your slip without any refund.

**DAMAGE TO OTHER BOATS IN THE MARINA:** In the event the Owner's Vessel causes damage to other Vessels in the Marina or Marina property as a result of fire, sinking, capsizing, pollution, improper operation by anyone other than Marina staff, or from any other cause not within the direct control of the Marina, including Acts of God, the Owner agrees to be responsible for such damage.

**OVERBOARD DISCHARGE/HAZARDOUS MATERIALS:** The Vessel must be equipped with a sewage holding tank for all toilets, which tank shall not allow toilet wastes to be discharged into the water of the Marina. Marina shall be entitled to require that Owner insert a dye tablet in the Vessel's holding tank. Owner shall not store, release or permit to be released, by action or inaction, any hazardous waste or environmentally objectionable substances, including oil, gasoline or untreated sewage ("Hazardous Substances") into the water or lands of the Marina. Owner hereby indemnifies, defends and saves Marina harmless from all liabilities, claims, losses, expenses and obligations arising from the use, storage or placement of any Hazardous Substances upon the Slip or the Marina (if brought, placed thereon, or released by Owner, its agents, employees, contractors, or invitees), which obligations shall survive the expiration or termination of this Agreement. Owner shall be responsible for immediately reporting and cleaning up any such release. Owner shall immediately report any release to the appropriate government authorities and to the Marina manager and shall keep Marina informed on a daily basis of Owner's actions with respect to any clean up. If Marina is not satisfied, at Marina's sole discretion, with Owner's actions in reporting and cleaning up a release, Marina may take any action it deems appropriate regarding the release, at Owner's expense.

**USE OF OUTSIDE CONTRACTORS:** Owner acknowledges that the Marina is engaged in an entirely private business and is free to exercise its own independent discretion as to the parties with whom it will deal or to whom it will grant access to its premises. Owner acknowledges that the Marina has an interest in the safety of all boats stored or docked on its premises and therefore it has established specific policies with regard to access and insurance requirements. Accordingly, independent contractors or outside labor must check in at the Marina office before working on a Vessel. Upon checking in, all contractors will be required to demonstrate proof of insurance. The Marina reserves the right to require all subcontractors to pay the Marina an hourly fee for use of Marina facilities. The fee will be set by the Marina Manager on an individual basis after considering the size and nature of the work to be conducted by the subcontractor. An Owner found to be in violation of these policies will be subject to immediate termination of this contract. The Owner acknowledges that he has been advised of this policy, and consents to the enforcement of this policy.

**ADVERTISING AND SOLICITING:** Advertising and/or soliciting shall not be permitted on Marina property without the written approval of the Marina manager. There shall be no signage on boats other than a temporary for sale sign less than two square feet in size. No signage including a "for sale" sign is permitted on any boat owned by a dealer other than the permitted commercial operators. No commercial activity, boat sales or signage is permitted on boats other than the permitted commercial operators. The commercial operators shall comply with such other or additional regulations that the Marina may establish.

**PHOTOGRAPHS AND IMAGES:** From time to time, Marina staff and customers may take pictures of other customers on Marina property or Vessels. Owner consents for himself and Owner's guests that these images may be used by the Marina for purposes such as advertising and display in electronic media without further notification.

or compensation. All film negatives and positives and electronic images and data shall remain the property of the photographer except where otherwise specified by contract.

**MEASUREMENT OF VESSELS:** The Marina reserves the right to measure all Vessels for accurate billing purposes. Total length of a Vessel will be measured including any bow sprits or pulpits, swim platforms and/or similar protuberances or extensions. The Village reserves the right to assign boat slips and dock ties. Vessels assigned a seasonal slip will appropriately fit the slip assigned inclusive of all attachments fore and aft. Vessels over or under may be considered non-compliant and may result in a slip move, additional fees, or slip lease termination; at the discretion of the marina manager.

**NATURE OF RELATIONSHIP:** Owner acknowledges and agrees that the rental of summer slip space constitute either a landlord-tenant relationship or the bailment of the Vessel and as such the Marina shall have no responsibility or liability to Owner on such basis.

**GOVERNING LAW.** This Agreement and all disputes hereunder shall be governed by, and construed in accordance with, the laws of the state where the Marina is located without regard to the conflict of laws rules thereof.

**SEVERABILITY.** If any of the provisions contained in this Agreement is unenforceable in any respect, the remainder of this Agreement remains enforceable and, in lieu of the unenforceable provision, where equitable, there will be added to this Agreement a provision as similar in terms to the unenforceable clause as may be possible and be enforceable.

**SLIP FEES:** The lease of a slip is to an individual located at a particular property. The annual slip lease fee is dependent upon owning or not owning property in the Village. If an individual lessee moves to a different location then the fee is adjusted. If a slip holder decides not to renew his/her seasonal rental, written verification shall be provided to the Village at P.O. Box 769, Sister Bay, WI 54234.

**REFUND POLICY:** If, after paying your annual slip rental fee, the Village is notified in writing by March 15th of your desire to release the slip, 75% of that fee will be refunded. If notification is received between May 1st and June 1st, 50% of the fee will be refunded, and, after June 1st no refunds will be allowed.

**At the discretion of the Marina Manager, slip privileges may be terminated if non occupancy of a slip for two entire seasons occurs. A slip may not be considered "occupied" by a seasonal tenant by placing or purchasing a larger, smaller, or unapproved vessel in the assigned slip. Slip transfers and assignments are at the sole discretion of the Marina Manager.**

The Sister Bay Marina shall have the option to terminate this rental agreement within five (5) days, for any reason, by giving the Boat Owner written notice to that effect by registered mail addressed to the Owner at the address appearing hereon. In that event the Boat Owner shall vacate the assigned slip within those five (5) days, and shall be rebated on a pro-rata portion of the rental charged. No other damages shall be recoverable for such termination against Sister Bay Marina its agents or servants.

Sister Bay Marina has the continuing right to impose from time to time individual and general regulations for the safety, comfort and welfare of the Boat Owner and all others using or renting the Marina facilities, and Boat Owner to abide thereby.