

Terms and Conditions

1. **Parties:**

This Slip Assignment Agreement (“Agreement”) is entered into this ___ day of _____, 2024 and by and between the individual boat owner listed above (“Boat Owner”) and the Bayview Marina Committee managed and operated under the direction of Bayview Condominium Homeowners Association (“Association”), whose address is 701 N. Dockside Circle, Suttons Bay, MI 49682.

Boat Owner desires to procure the use of a slip in the Bayview Marina (“Marina”) and Association agrees to assign the slip identified as the slip number above (the “Slip”), to Boat Owner under the terms and conditions of this Agreement. Boat Owner acknowledges and agrees that the Slip is for the purpose of docking Boat Owner’s boat listed above (the “Boat”).

2. **Rules, Regulations and Use:** Boat Owner acknowledges that the Slip is adjacent to and part of the Bayview Condominiums and is subject to the rules, regulations and restrictions of the Bayview Condominium Master Deed and Association Bylaws (collectively, “Bayview Condominium Rules”) . Boat Owner agrees to comply with all Bayview Condominium Rules as may be amended from time to time. In addition to the Bayview Condominium Rules, the following rules and restrictions apply:

- a) Restroom facilities are **NOT** available for non-residents
- b) Quiet Hours are from 11:00 PM until 7:00 AM**
- c) No marina slip shall be occupied by watercraft which is longer (measured from the farthest extension of the bow to the farthest extension of the stern including bow pulpits and swim platforms) than 100% of the finger pier.** Sailboats shall not have a draft that exceeds 6 ft.
- d) Only motorized watercraft can be housed in the Marina Slip. In addition, no launching of non-motorized watercraft is allowed within the Marina unless agreed in advance by the Marina Committee.
- e) No swimming, diving, paddle board, kayak or canoe use is permitted in the Marina.
- f) Boarding aid devices such as steps, ladders and any other modifications attached to the dock are prohibited unless approved in writing by the Association. Boat Owner assumes all risks when using any approved boarding aid device. Use of any existing or previously attached boarding devices is not recommended by Association and Boat Owner agrees that any such use shall be solely at Boat Owner’s own risk.
- g) Boat Owner shall not make any additions, alterations or modifications to the docks or piers of the Marina without written consent of the Association. Pylon posts may only be wrapped by roping material and not contain any carpet or other similar material.
- h) Chairs, wagons, bikes, etc. shall not obstruct access to the dock or pier.
- i) Boat Owner shall furnish such number of fenders and dock lines in good condition and of the proper size and strength as may be required to safely secure the Boat. Unsafe dock lines may be replaced by Association or its agent at Boat Owner’s expense.
- j) Power cords must be of marine-approved construction and maintained in good working order. Cords plugged into 30-amp outlets must be rated for 30 amps. Cords plugged into 50-amp outlets must be rated for 50 amps. Adaptors are prohibited that defeat the integrity of the safety breakers – i.e., standard household extension cords cannot be adapted to 30-amp or 50-amp outlets. No pig-tailing or splitting is allowed. All power cords must be kept out of walkways to prevent trip hazards.
- k) Boat Owner shall not permit any person or entity to enter the premises for business purposes to perform any labor on the Boat without Association’s advance consent. All approved contractors must have liability insurance in an amount satisfactory to Association.
- l) No signs, nameplates (except the name of the Boat affixed to the hull) or other advertising or descriptive devices shall be displayed on the Boat or docks, including “For Rent” or “For Sale” signs.
- m) Boat Owner shall not be permitted to fish, clean fish or dispose of fish remains in the Marina.
- n) Boat Owner is limited to overnight stays on the Boat to no more than 4 consecutive nights without advance consent from the Association.**
- o) No equipment, trailer, cradles, motor home, or other personal vehicle may be parked or stored on Association property without permission from the Association. Designated Marina parking for a single

personal passenger car, SUV, pick-up truck, or similar personal vehicle is located on the west side on the tennis court for non-residents. Overflow parking is located in the commercial unit parking lots. Unloading alongside buildings F and D is allowed for a period of 15 minutes after which the vehicle must be moved to the designated parking. Boat Owner agrees to abide by such parking rules and regulations as may be adopted by the Association from time to time. Boat Owner further agrees that Association may cause any improperly parked vehicle to be removed at Boat Owner sole cost and risk.

- p) Boat Owner shall not discharge waste material, refuse, or rubbish of any kind in the water. Boat Owner shall take all garbage and recycling off premises and dispose of properly.
- q) No boat generator usage is allowed within marina.
- r) All pets are required to be leashed while on docks and on BayView property.

3. **Term and Access to Slip:** This Agreement commences on May 11th and terminates on October 12th (the "Slip Use Term"). All fees and/or dues must be paid in full along with providing proof of insurance prior to placement of the Boat in the Slip. Boat Owner acknowledges that the Association retains the right to access the Slip for maintenance and repair. The parties agree that weather, water level, and other environmental conditions, determined in the sole discretion of Association, may result in the Slip Use Term being shortened as a result of such conditions. In such event, no fee adjustments to this Agreement will be made. Boat Owner shall remove the Boat from the Slip no later than the expiration of this Agreement. If Boat is not removed by such date, Boat Owner shall pay additional dockage at prevailing transient rates, and Association and its agents shall have the right to remove the Boat at Boat Owner's expense.
4. **Payment of Fees:** The fee for use of the Slip shall be \$_____ (USD) for the Slip Use Term. All fees must be paid in full by March 1, 2024. Rents shall not be prorated for boat arrivals after May 11 nor will rents be prorated for boat departures prior to October 12. All fees are nonrefundable.
5. **Liability and Indemnification:** Boat Owner acknowledges and agrees that the use of the Slip and Marina and the operation of the Boat shall be at the sole risk and responsibility of Boat Owner. Boat Owner agrees that Association shall not be liable for any loss or damage to the Boat or its contents or any other associated property and Association shall not be liable for any injury to Boat Owner, Boat Owner's guests and any other person using the Slip and Marina. To the extent permitted by law, Boat Owner expressly undertakes and agrees to hold Association, its agents and representatives harmless from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to the obligations of this Agreement.
6. **Electricity:** Heaters, air conditioners and other electrical appliances that consume significant amounts of electricity are subject to further fees or surcharges as the Association may reasonably determine from time to time. In addition, Boat Owner shall insure that the electrical system of the Boat is in good working order and if the Boat Owner Boat electrical cord or system trips the MarinaGuard control panel, it is the responsibility of the Boat Owner to repair the issues that caused the MarinaGuard to trip. An authorized Marina representative must be present prior to Boat Owner plugging the Boat back into the electrical pedestal.
7. **Damage to Docks and Boats:** Damage caused to other boats or docks by Boat Owner's Boat will be the responsibility of Boat Owner.
8. **Insurance:** Boat Owner shall carry protection and liability insurance against injuries or damage to persons or property applicable to Boat Owner's (and guests) activities in using the Slip and in using the Boat. Property Liability coverage will not be less than \$500,000. Boat Owner shall provide proof of insurance (copy of certificate) to Association prior to Boat Owner placing the Boat in the Slip. Boat Owner shall also carry casualty insurance insuring the Boat and its contents against loss or damage. It is the Boat Owner's responsibility to cover the cost for any environmental hazard cleanup as a result of Boat Owner's actions or inactions.

9. **Fire Safety:** Use of electric, solid or liquid fuel heaters, charcoal grills or open flames on the docks is prohibited. Boat Owner agrees not to place or store gasoline or fuel in the Boat or any dockage or storage except that contained in the fuel tank(s) specifically designed to hold gas or fuel aboard the Boat. Boat Owner further agrees not to deliver or permit others to deliver gas or other fuel into the tank of the Boat from tanker trucks or any other method of delivery while said Boat is on Marina premises.
10. **Responsibility for Boat Safety:** Boat Owner agrees that the Association's only obligation is to provide the Slip and that the Association shall not have any responsibility for inspecting or retying dock or mooring lines, checked bilge water levels, moving boats to safety during emergencies or taking any other such action to ensure the safety of the Boat, or its equipment or contents. Boat Owner shall secure any vessels over 29ft by utilizing metal pylon to ensure a 4-Point Mooring System.
11. **Foul Weather:** Boat Owner agrees that it is not relying in any way upon the skill or intervention of the Marina to protect the Boat should foul or dangerous weather threaten to damage or damage the Boat.
12. **Assignment:** The obligations created by this Agreement and the rights granted hereunder are personal to Boat Owner. Boat Owner may not assign all or any part of its rights under this Agreement, or otherwise provide use of the Slip or any part thereof to a third party.

Notwithstanding anything to the contrary stated above, in the event the Boat Owner is also an owner of a Unit within the Association as defined by the Association By-laws' ("Unit Owner") such Unit Owner may assign his/her Slip to another party provided Unit Owner understands and agrees that he/she is obligated and primarily responsible for ensuring that such third party abides by the terms of this Agreement. Unit Owner shall provide to the Marina Lease Manager all information requested above pertaining to the Boat that will be placed in the Slip. No further sub-assignment is allowed.

13. **Default and Termination of Agreement:** The Association may terminate this Agreement due to non-payment or failure to comply or breach of the terms of this Agreement. This will be determined after review with the Marina Committee. Should this occur, the Boat Owner shall remove the Boat from the Slip within 24 hours. If Boat is not removed by such date, the Association and its agents shall have the right to remove the Boat at Boat Owner's expense.
14. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and it may not be amended except in writing signed by both parties hereto.
15. **Choice of Law and Forum:** Any dispute arising hereunder shall be governed by the laws of the State of Michigan as supplemented by Federal Admiralty Law, and any action to enforce this Agreement must be brought exclusively in the 86th District Court, Civil Division, Grand Traverse County, Michigan.
16. **Severability:** In the event that any provision of this Agreement should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.
17. **Binding Nature:** This Agreement is binding upon and shall inure to the benefit of all parties hereto and their respective heirs, successors, and assigns.