

## Slip Rental Agreement

Landlord: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Circle One: (H)(W)(C)

Renter: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Emergency Contact: Name: \_\_\_\_\_  
Phone: \_\_\_\_\_ Circle one: (H)(W)(C)

Vessel:  
Year: \_\_\_\_\_ Make: \_\_\_\_\_ Power \_\_\_\_\_ Sail \_\_\_\_\_  
Name of Vessel: \_\_\_\_\_ Registration #: \_\_\_\_\_  
Length Overall (LOA) including pulpits and platforms: \_\_\_\_\_  
Beam: \_\_\_\_\_ Draft: \_\_\_\_\_ Electric 30 amp \_\_\_\_\_ 50 amp \_\_\_\_\_  
Slip Number: \_\_\_\_\_

It is Renter's responsibility to confirm that his/her boat is suitable in size and type for the rental slip according to the standards of the marina. Renter represents to Landlord that Renter has done this.

**Total Rent: \$** \_\_\_\_\_

**Payable as follows: \$** \_\_\_\_\_ **on signing, and**  
**\$** \_\_\_\_\_ **by** \_\_\_\_\_ **(date)**

Once the parties have committed to this Agreement, Renter is responsible to pay all rent by the stated due dates.

Subject to the payment of the seasonal rent set forth above, and to full compliance with all terms and conditions set forth below, Landlord hereby agrees that the above identified Renter may dock the above identified boat (the "Boat) in condominium slip unit # \_\_\_\_\_ in the Harbor West Yacht Club located at 12719 S. West Bay Shore Drive, Traverse City, Michigan, 49684 during the period of  
(month day, year) \_\_\_\_\_ through  
(month day, year) \_\_\_\_\_.

Landlord and Renter agree to the terms above and the following terms applicable to this rental.

1. **Condominium Rules:** Renter acknowledges that the Slip is a condominium unit subject to the rules, regulations and restrictions of the Harbor West Yacht Club Master Deed and Association Bylaws. Renter agrees to comply with all rules, regulations and restrictions affecting the Slip.
2. **Access to Slip:** Renter acknowledges that the Yacht Club retains the right to access the Slip for maintaining same along the common areas of the Club. In the event the Club needs to perform maintenance, Renter agrees to allow the Club access to the Slip. Renter agrees to inspect premises including the docks for additions and/or irregularities whenever returning to

the Slip. Renter shall report any irregularities to the Landlord and to the Harbor Master/Club and use the facilities with caution and at the Renter's own risk.

3. Modifications to Slip or Dock: Boarding aid devices such as steps, ladders and any other modifications attached to the dock are prohibited unless approved in writing by the Landlord and Harbor Master. If a boarding aid device is attached to the dock, it may be unauthorized. Use of any existing or previously attached boarding devices is not recommended by Landlord and Renter agrees that any such use shall be solely at Renter's own risk as shall be the use of any other type of boarding aid devices.

4. Renter Liability: Renter acknowledges and agrees that renting and use of the Slip and other facilities of the Condominium Project and marina and the operation of Renter's boat shall be at the sole risk and responsibility of Renter. Renter agrees that Landlord shall not be liable for any loss or damage to the Boat or its contents or any other associated property and Landlord shall not be liable for any injury to Renter, Renter's guests and any other person using the Slip or other facilities of the Condominium Project or Marina unless the damage or injury is the direct result of the gross negligence, recklessness or willful misconduct of the Landlord. Renter hereby releases Landlord and its officers, directors, employees, agents and shareholders from all such damage, loss or injury. Renter agrees to promptly advise both Landlord and the Condominium Association or its Harbor Master of any problems or dangerous conditions observed in or about the Slip and any accidents occurring in or about the Slip.

5. Responsibility for Safety of Boats: Renter agrees that the Landlord's only obligation is to provide Slip space and that the Landlord 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, its equipment or contents.

6. Usage: Renter agrees that it will make only reasonable and customary use of the docks and other facilities of the Condominium Project and Marina and Renter will not cause any unnecessary wear and tear, disturbance or nuisance on or about the docks, the Condominium Project or Marina. Renter will keep the docks and Marina facilities free and clear of obstructions and will deposit all rubbish and garbage in containers provided by Marina. Renter agrees to not throw anything into the water. Renter shall be solely responsible for the conduct and actions of Renter's guests, licensees and invitees. No bow sprint, boom or any other portion of the Boat may project over any dock, nor more than two feet into the fairway, including tenders. All boats must have exhaust attenuation which limits noise to a maximum of 86 decibels on the "A" scale, measured at fifty feet. Sailboat halyards shall be restrained so as to prevent objectionable noise resulting from slapping against the mast. Personal property, boat equipment and supplies shall not be stored or left on the docks or premises without written permission from the Condominium Association or its Harbor Master.

7. Insurance: Renter shall carry liability insurance insuring against injuries or damage to persons or property applicable to Renter's (and guests) activities in renting and using the Slip and in using the Boat with limits not less than \$ 500,000. Renter shall provide proof of insurance to Landlord upon request. Renter shall also carry casualty insurance insuring the Boat and its contents against loss or damage.

8. Parking: No equipment, trailer, cradles, motor home, or other personal vehicle may be

parked or stored on the Condominium Project or Marina without written permission from the Condominium Association or its Harbor Master. No vehicles, trailers, or cradles may be parked or stored within the travel lift use area, except in conjunction with the launching or removal of the Boat. Renter agrees to abide by such parking rules and regulations as may be adopted by the Condominium Project from time to time. Vehicles left for more than 24 hours shall be parked in the far North parking lot. SLIP OWNERS only are allowed to park adjacent to Slips 1-25. Renter further agrees Harbor West Yacht Club may cause any improperly parked vehicle to be removed at Renter's sole cost and risk.

9. Damage to Docks and Boats: Damage caused to other boats or docks by Renter's boat will be the responsibility of Renter.

10. Electricity: Heaters, air conditioners, and other high users of electricity are subject to surcharges as the Condominium Association or its agents may from time to time establish.

11. Fire Safety: Use of electric, solid, or liquid fuel heaters, charcoal grills or open flames on the docks is prohibited. Renter 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. Renter further agrees not to deliver or to permit others to deliver gas or other fuel into the tank of the Boat from tanker trucks or by any other method of delivery while said Boat is on marina premises. Fueling or pump outs are permitted only at the fuel dock.

12. Removal From Premises: Renter shall remove the Boat from the Slip no later than the expiration of the Agreement. If Boat is not removed by such date, Renter shall pay additional dockage at prevailing transient rates, and Landlord and the Association and its agents shall have the right to remove the Boat at Renter's expense.

13. Dock Lines: Renter shall furnish such number of 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 Landlord and of the Condominium Association.

14. Alterations: Renter shall not make any additions, deletions, or modifications to the docks or other facilities of the Condominium Association Project and Marina without prior written consent of the Landlord and of the Condominium Association.

15. Outside Labor: Renter shall not permit any person or entity to enter upon the premises for business purposes to perform any labor on the Boat, unless that person or entity signs in at the Harbor Master's Office at each arrival and departure and further meets the Harbor requirements regarding indemnity and insurance.

16. Signs: No signs, nameplates (except the name of the Boat affixed to the hull) or other advertising or descriptive devices shall be displayed on the boats or docks, including "For Rent" or "For Sale" signs.

17. Fish Cleaning: Renter and Renter's invited guests shall not be permitted to clean fish or dispose of fish remains in marina trash containers.

18. Commercial Activities: No fish charter, boat excursions, freight, or passenger

transportation is permitted from the Slip.

19. Pets: No animal shall be kept without prior written consent of the Condominium Association, which may be revoked for failure to observe these regulations. Pets shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. Pets are not allowed to run loose, and must be attended at all times by a responsible person. Renter shall indemnify and hold harmless Landlord and the Condominium Association for any and all loss, damage, or liability arising from the presence of such animal. A dog run is located in the far North lot.

20. Designated Facilities: Subject to Condominium Association rules and regulations, Renter and family are invited to use the private showers, sub deck, laundry and lounge areas, specifically designated for Slip owners and their families. The Renter has the use of said facilities through the length of the contract; no off season use is permitted. There is a per key deposit which will be refunded if the lounge key is returned by November 1<sup>st</sup> of the contract year. If the lounge key is not returned by November 1<sup>st</sup> of the contract year or the Renter loses a key, Renter forfeits the deposit and pays an additional deposit to obtain a new key.

21. Rules and Regulations: Renter acknowledges and agrees that the Condominium Association and its agents may, from time to time, amend or repeal such rules and regulations pertaining to use of the Condominium Project, Marina, and its facilities, and the operation and occupancy of the boats therein as they determine to be appropriate in the sole and exclusive exercise of their discretion. Renter agrees to know and abide by all such rules and regulations at all times. Notice of the adoption, amendment to, or repeal of rules and regulations may be given to Renter in any reasonable manner including, but not limited to, mailing the same to Renter at the set forth at the beginning of this Agreement, including the same in rate or reservation forms, or prominently posting the same in a conspicuous place at the Marina.

22. No Assignments or Subletting: Renter's rights under this Agreement and rights to the slip may not be assigned or sublet by Renter without the prior written approval of the Landlord. If Renter desires to dock a boat other than that described above in the Slip, Renter must first obtain the prior written consent of both Landlord and the Condominium Association or its Harbor Master and shall first pay such additional fees, if any, as may be applicable.

23. Entire Agreement: This document constitutes the entire agreement between Renter and Landlord concerning the rental and use of the Slip and supersedes any and all prior negotiations, discussions, or agreements on those subjects.

24. Modification: This Agreement may be modified only by a writing signed by both Landlord and Renter.

Date: \_\_\_\_\_

Landlord: \_\_\_\_\_

Date: \_\_\_\_\_

Renter: \_\_\_\_\_