

**The Village of Mackinaw City**  
**BOAT SLIP PERMIT AGREEMENT 2016 SEASON**

DATE \_\_\_\_\_

NAME \_\_\_\_\_ HOME PHONE (\_\_\_\_) \_\_\_\_\_

ADDRESS \_\_\_\_\_ CELL PHONE (\_\_\_\_) \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

DRIVERS LICENSE NO. \_\_\_\_\_ BOAT NAME \_\_\_\_\_

BOAT MAKE \_\_\_\_\_ POWER \_\_\_\_\_ SAIL \_\_\_\_\_ YEAR \_\_\_\_\_ BEAM \_\_\_\_\_

LENGTH \_\_\_\_\_ (Include bow pulpit and swim platform)

REGISTRATION NO. \_\_\_\_\_ DRAFT \_\_\_\_\_

ATTACH COPY

INSURANCE COMPANY \_\_\_\_\_ ATTACH CERTIFICATE OF INSURANCE

SEASON RENTAL RATE \_\_\_\_\_ SLIP NO. \_\_\_\_\_ SLIP SIZE \_\_\_\_\_

CREDIT CARD INFORMATION (name on card, number, type, exp. Date, cvc code): \_\_\_\_\_

(the card holder authorizes the Village to charge this credit card for any rates/charges incurred in occupying the permitted boat slip beyond the time provided under this Agreement: \_\_\_\_\_ (signature required)).

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**One Half of Annual Dockage Permit Fee must accompany signed Agreement due by March 15, 2016. Balance of fee must be paid prior to docking but no later than May 15, 2016. This agreement shall be null and void if not paid in full prior to docking or prior to May 15<sup>th</sup>, whichever occurs first.**

THIS PERMIT AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between the VILLAGE OF MACKINAW CITY, hereinafter referred to as "VILLAGE", and \_\_\_\_\_ Hereinafter referred to as "PERMITTEE", is subject to the following terms and conditions;

1. Grant of Permit. PERMITTEE is hereby granted a permit for the seasonal use of boat slip # \_\_\_\_\_ for the 2016 boating season (as defined in Paragraph #5) at the VILLAGE OF MACKINAW CITY MARINA.
2. Assignment. This permit is granted to a specific PERMITTEE, and boat, and is not assignable to any other person, entity or boat without the advance written consent of the VILLAGE OF MACKINAW CITY HARBORMASTER. Partial disposition of ownership by the PERMITTEE must be reported to and accepted in writing by the HARBORMASTER to continue the grant of this permit in full force and effect.

3. Limited Use of Permit. It is agreed that the purpose of this Permit is to allow the PERMITTEE to dock the boat described above at the subject marina and that the subject boat is to be utilized exclusively for the personal recreational use of the PERMITTEE. Any commercial use of the boat by the PERMITTEE and/or his/her assigns is a violation of the Permit and will result in immediate termination of same and loss of all rights and privileges herein.
4. Auxiliary Craft. Dinghies or other auxiliary craft of a size suitable to be carried on board the boat may be water-stored in the slip so long as this storage does not extend beyond the limits of the assigned slip, and providing the auxiliary craft is removed from the slip when the boat is out of the subject harbor for more than one day.
5. Staffing Schedule. The staffing schedule set forth in this paragraph may be changed or amended at any time in the sole discretion of the VILLAGE. Utilities and services will be provided according to the schedule. PERMITTEE may, at his/her own risk, occupy the assigned slip prior to and after the dates in the staffing schedule, provided, PERMITTEE shall indemnify, hold harmless and defend the VILLAGE for any and all losses, damages or injuries resulting from PERMITTEE'S occupation of said slip outside and during the staffing schedule. The VILLAGE reserves the right to adjust the staffing schedule in the event of an emergency, facility breakdown or personnel shortages. The VILLAGE further reserves the right to adjust the electrical, water, fuel or sewage pump-out services provided in the event of emergency, facility breakdown, or due to the effects of unusually high or low water elevations.

**SEASONAL DOCKING FEES**

(Fees set by Michigan DNR)

<b>30'</b>	<b>\$2,130</b>
<b>31'-60'</b>	<b>Incremental pricing per length of boat</b>
	See Attached Pricing

**STAFFING SCHEDULE**

(Advisory only)

	<u>Toilet/Shower</u>	<u>Electricity/Water</u>	<u>Fuel</u>	<u>Pump-Out</u>	<u>Slips</u>
Opening Dates	May 15	May 15	May 15	May 15	May 15
Closing Dates	Oct. 1	Oct 1	Oct. 1	Oct 1	Oct 1

Restrooms are available year-round by Village Hall on Central Ave..

\*\* Water and Pump-out dates, may be opened later or closed earlier due to extreme weather conditions in any given year.

6. Rental to Transients. To maximize public utilization of the marina facility, PERMITTEE agrees to notify the HARBORMASTER of PERMITTEE'S planned departure and return dates whenever a boat trip of 48 hours or more is contemplated by PERMITTEE. The VILLAGE reserves the right to rent to transient users the slip described herein, whenever the PERMITTEE vacates the facility for 48 hours or more, notwithstanding notification, if any, by PERMITTEE.
7. Limitation of Liability. PERMITTEE agrees not to sue the VILLAGE, the State of Michigan, or any of its departments, boards, commissions, officers, employees, or agents for any claims whether legal or equitable, arising under, or in any manner related, to the privileges granted in this Permit. PERMITTEE hereby releases, waives and discharges the VILLAGE and the State of Michigan and all of their departments, boards, commissions, officers, employees, and agents from any and all liability to PERMITTEE, its officers, employees and agents, for all arising under, or in

any manner related to, the privileges granted in this permit or under this Agreement, whether caused by the State of Michigan or VILLAGE or any of its departments, agencies, boards, or commissions, or any of their officers, employees, or agents.

8. Indemnification. PERMITTEE agrees to indemnify and save harmless the VILLAGE and State of Michigan, all of their departments, agencies, boards, commissions, officers, employees and agents from any and all claims, demands, judgements and expenses, including attorney fees, for any and all loss, damage or injury to person (s) or property, or death arising under, or in any manner related to (a) this permit or this Agreement, (b) the activities authorized by this permit or Agreement, or (c) the use or occupancy of the premises that are the subject of this permit as well as any VILLAGE owned lands. This indemnification and save harmless agreement is intended to and shall extend to all loss, damage, injury to person or property, or death, proximately caused, in whole or in part, by the negligence or other tortious conduct of the VILLAGE, its departments, boards, commissions, officers, employees or agents.
9. Insurance. Prior to docking the boat owned by the PERMITTEE, the PERMITTEE will be covered by a marine insurance policy (Hull coverage and protection and indemnity liability coverage), to identify PERMITTEE'S insurance company and the relevant policy on the reverse side of this permit, and to provide the VILLAGE with a copy of said policy on demand.
10. Termination by The VILLAGE. The VILLAGE shall have the right to terminate this permit without cause by giving notice in writing to the PERMITTEE 72 hours prior to such termination; provided, that the PERMITTEE shall be entitled to a pro rata refund of the rental fee, if any, minus the deposit, paid in advance; and provided further, that no refund shall be made if the termination of this permit is due to PERMITTEE'S violation of any of the terms and conditions of this permit or the rules and regulations incorporated herein or such other reasonable rules and regulations as the VILLAGE may publish, post and/or distribute from time to time.
11. Termination by PERMITTEE. The PERMITTEE shall have the right to terminate this permit and forfeit the remaining balance of fee by giving notice to the VILLAGE at least 72 hours in advance of such termination. If the termination is made prior to the May 15<sup>th</sup> opening date of the year in question, PERMITTEE shall be entitled to 100% refund of the rental fee, if paid in advance. If the termination is made after May 15<sup>th</sup> of the year in question, PERMITTEE shall not be entitled to a refund, but if the boat slip assignment is subsequently rented by the Village for the balance of the season, a pro rata refund of up to 50% of the rental fee, will be made to the PERMITTEE. The Village shall not, however, be required to re-rent the vacated slip.
12. Removal of Vessel Upon Termination of Permit. PERMITTEE agrees to remove or cause the boat and/or equipment thereon to be removed within ten (10) days after expiration of this permit. If the PERMITTEE fails to remove the boat and/or equipment thereon in a timely fashion at the termination of this permit, the HARBORMASTER shall have the option of:
  - a. Charging PERMITTEE daily rent upon a pro rata basis for the space occupied; or
  - b. Pursuing any other remedy available under the law.
13. Possessory Lien. The VILLAGE shall be entitled to a possessory lien on said boat for any and all monies owned by the PERMITTEE to the VILLAGE for said slip, storage, work performed, services rendered and materials furnished to the PERMITTEE or his/her boat.
14. Slip Assignment. The VILLAGE reserves the right to reassign PERMITTEE'S slip location for any reason. If reassignment becomes necessary, the alternative slip shall be of equal or larger length. The VILLAGE in its sole discretion reserves the right to move PERMITTEE'S boat to the alternative slip.

15. Emergency. In the event of an emergency affecting the boat or other boats or persons or property, the VILLAGE in its sole discretion, reserves the right to move PERMITTEE'S boat, however the VILLAGE shall not be required to provide this service. In the event such service is provided, PERMITTEE shall be billed at the current prevailing rates for the service rendered as said rates are posted in the HARBORMASTER'S office and PERMITTEE shall be required to pay all cost incurred by the VILLAGE on PERMITTEE'S behalf. PERMITTEE shall indemnify and hold the VILLAGE safe and harmless from any and all liability, injury, loss or damage caused by or resulting to PERMITTEE'S boat due to any emergency situation.
16. Compliance with Local Ordinance. PERMITTEE further agrees to comply with all laws and with police, fire and sanitary regulations and all other Ordinances or regulations of the VILLAGE OF MACKINAW CITY, COUNTY OF CHEYBOYGAN, STATE OF MICHIGAN and any other governmental authority having jurisdiction over the VILLAGE OF MACKINAW CITY HARBOR AND DOCK premises.
17. Waiver. Waiver of a violation of any of the foregoing terms and provisions shall not be construed as a waiver of any subsequent violation or violations.
18. Severability. It is mutually understood and agreed that all terms and provisions contained in this permit are severable and that in the event that any provision shall be held invalid by a competent court, this permit shall be interpreted as if such invalid term or provision or covenant were not contained in this permit.
19. Construction. This permit shall be construed and interpreted according to the laws of the State of Michigan.
20. Binding Effect. This permit shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.
21. Rules and Regulations. The PERMITTEE agrees to comply with the terms and conditions of this permit and the rule and regulations governing use of the VILLAGE OF MACKINAW CITY HARBOR facilities attached hereto and incorporated herein and such other reasonable regulations as the VILLAGE may publish, post and/or distribute from time to time.

\_\_\_\_\_  
 VILLAGE OF MACKINAW CITY                      DATE                      BOAT OWNER                      DATE

Village of Mackinaw City

Harbormaster (231) 436-5269

Police/Emergency 911

Fire 911