



**ANCHOR'S WAY MARINA
2023 BOAT SLIP AGREEMENT**

Date: _____

Owner Information:

Name: _____

E-Mail Address: _____

Street Address: _____

City, State, Zip Code: _____

Phone: (Home) _____ (Cell) _____

(Emergency Name and Phone Number) _____

If there is no change to your contact information, check this box.

Boat Information:

Manufacturer: _____

Name of Boat: _____

Year of Boat: _____

Registration No.: _____

Draft: _____

Length: _____ Width: _____

If there is no change to your vessel information, check this box.

Primary Use of Boat: Fishing Sailing Motoring Other _____

This Boat Slip Agreement (this "Agreement") is made between **AWM OPERATIONS LLC**, a Michigan limited liability company doing business as ANCHORS WAY MARINA ("AWMO") and _____ ("Lessee").

AWMO and LESSEE HEREBY COVENANT AND AGREE AS FOLLOWS:

1. **Rent.** Lessee shall rent slip number ____ located at Anchor's Way Marina, St. Joseph, Michigan (the "Marina") from AWMO for one (1) season at a cost of \$_____. To reserve your slip, you must make a deposit of 25% of your 2023 rate by **December 1, 2022**. If you do not pay in full, a valid credit card must be provided at the end of this agreement. The remaining balance is due by **March 15, 2023**. If payment is not provided before **March 15, 2023**, to cover the balance, the credit card will be billed plus a service fee of 3% of the remaining balance.

The balance due and proof of insurance is required before your boat may enter your slip at the marina.

To reserve a boat slip for the 2023 season, please return the completed Boat Slip Agreement and your non-refundable 25% deposit to the address set forth below. Boaters will not be allowed access to their slip unless all rent has been paid in full and proof of insurance is received.

If Lessee fails to make the final payment by March 15, 2023, or any other amounts due, renter agrees that any unpaid balance will be charged a service fee at the rate of 3% on the credit card provided. In the event no credit card has been provided; the slip being held may be released for others to occupy.

Please make checks payable to "AWM OPERATIONS LLC" and mail to:

AWM Operations LLC
143 Anchors Way
St. Joseph, Michigan 49085

2. **Lease Term.** The Term of this Agreement for leasing a boat slip is from April 14TH, 2023 to October 13th, 2023, subject to weather conditions and water level. Boats unable to enter the Marina due to low water levels after May 30th may terminate this Agreement and receive a refund of Rent paid. No termination will be permitted for low water levels before this date. Lessee must prove that Marina water levels do not support the boat's draft. AWMO shall have the right to reassign Lessee to a different slip due to water level issues. The slip may not be used for winter storage. Water and electrical service to the slip will be available in early spring and one week after above end date, subject to weather conditions and temperature. All boats must be removed from the Marina by October 30th, 2023.
3. **Insurance.** Lessee's boat must be covered by a marine insurance policy. AWM Operations LLC must be named as an additional insured. **Evidence of insurance must be submitted with the Boat Slip Agreement or with final payment prior to occupying the slip.** Owner releases AWMO from any and all liability from loss, injury or damages to persons or property sustained while in or on the

Marina facilities or premises. Lessee agrees to hold AWMO harmless from subrogation claims of his/her insurance company. AWMO does not carry insurance covering the property of Lessee.

4. **Swimming Pool and Bathhouse.** The use of the swimming pool and bathhouse is subject to rules and regulations issued by management of AWMO. There is no lifeguard on duty. All individuals using the swimming pool do so at their own risk. If you have guests, you must accompany them at all times. Adult supervision of children is required in the bathhouse and swimming pool area at all times. Adults will be held responsible for any damages to the bathhouse and Marina property caused by children under their care. Smoking, pets and glassware are prohibited at the pool. The swimming pool is for use ONLY by slip holders. The swimming pool may be closed any time after Labor Day at the discretion of AWMO. Please practice lavatory etiquette.
5. **Parking.** The Marina has designated parking areas, but no parking space will be reserved for a Lessee. Absolutely no boat or storage trailers may be parked or stored overnight within the Marina and its adjacent areas, unless approved in writing by AWMO. Parking in the loading zone is prohibited and violators may be towed at Lessee's expense. No overnight camping is allowed according to City of St. Joseph ordinance. All vehicles are required to be registered with the AWM office; 2 parking passes per slip will be given to the renter which are to be displayed on the rearview mirror. Additional parking passes can be obtained for an additional fee. All guests & their vehicles must be registered with the office before the guest can access the boatyard.
6. **Facilities.** AWMO provides non-exclusive use of the restrooms, fish cleaning station and swimming pool for all Lessees. AWMO does not provide 24-hour maintenance for the restrooms. Boaters are encouraged to clean up after themselves. Do not leave toilet paper on the floor. Wipe down the sink/counter if you leave hair on it. Wrap dirty diapers or sanitary items before disposal. Do not leave food or bottles in the restroom garbage cans. When the restrooms are being cleaned, they are *CLOSED* to accommodate the cleaning staff. A key fob for the bathrooms and pool can be obtained from the Marina office. Two key fobs will be issued to the slip holder. Additional key fobs can be obtained for a fee. Failure to return the key fob and/or a replacement key fob will incur a charge of \$25.
7. **Limitations on Use and Marina Regulations.**
 - a) No boat may overhang its dock by more than 10% of the length of the slip without consent of Marina.
 - b) Living aboard your vessel is not permitted. Lessee may not sublet the slip and shall not slip a boat other than the boat described in the Boat Slip Application without the prior written consent of AWMO. Boats slipped without authorization or payment will be removed from the Marina at owner's expense, impounded, and a lien will be placed against the boat. Lessee shall not lease its boat to others via Airbnb or any other type of service or arrangement.
 - c) All pets must be kept on a leash and walked in an area designated by AWMO. Lessees must clean up after their pets. **PETS ARE NOT ALLOWED IN THE BATHROOM OR SWIMMING POOL AREA.** Pets not kept on a leash may be banned from the Marina. Animal control may be called if there is an ongoing issue with a pet.
 - d) Lessee must keep the area around his/her boat clean and tidy or AWMO may do so at Lessee's expense.
 - e) Lessee may use outside labor for minor repairs to his/her boat, but Lessee shall notify AWMO before doing so and obtain consent. No parts, equipment, tools, or other materials shall be placed on the

docks, walkways or stairs which could interfere with the rights and privileges of other Lessee. If the Lessee uses an outside or independent contractor to perform work, Lessee must notify the Marina Manager of the contractor to be employed. The contractor must fulfill the following requirements:

- 1) The contractor must register in advance at the Marina office.
 - 2) The contractor must provide AWMO with a written Certificate of Insurance.
 - 3) AWMO must be shown as named insured and as an additional loss payee.
 - 4) The contractor must sign an indemnity waiver.
 - 5) The contractor must work during normal business hours.
 - 6) The Lessee or contractor is not permitted to work inside any building.
 - 7) A service charge may apply.
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- f) Keep all hoses and cords coiled and under the dock to prevent hazardous conditions. Please keep the picnic areas clean. Ground covers (mats, carpets) are not allowed on the walkways, patios, or lawns without the written consent of AWMO.
 - g) No open flames are allowed on the docks. Closed fires in a Weber-type approved fire grill are permitted in specified areas. No firewood or charcoal may be stored on or near the dock areas or any adjacent Marina property. Fireplaces must be used only on patios or walks to avoid scorching the grass.
 - h) Garbage must be placed in plastic bags and deposited in dumpster containers provided by the Marina.
 - i) Overnight camping is not permitted by City of St. Joseph ordinance. Tents, travel trailers, etc. are strictly prohibited. Any overnight accommodations must be limited to Lessee's boat.
 - j) No gasoline or other fuel may be stored anywhere in or near the Marina. It is extremely dangerous and presents risks to everyone. Per City of St. Joseph Ordinance fueling of boats at docks (other than gas dock) is prohibited.
 - k) Nothing may be affixed by bolt, screw, nail or otherwise to any Marina structure including but not limited to the piers, sea walls and pilings.
 - l) There is NO SMOKING in the deck, swimming pool and other common areas.
 - m) Lessee is responsible for his/her guests and must be present at the Marina while they use the facilities.
 - n) Do not feed the geese.
 - o) Alternative watercraft, such as jet skis, jet boats and dinghies must be stored within your slip area, and their use and storage are subject to regulation by AWMO management. AWMO also offers smaller slips available at discounted rates for storage of these types of watercrafts.
 - p) Be courteous to your neighbors and keep noise to a minimum.
 - q) If repairs or construction to the Marina become necessary, AWMO reserves the right to move boats to other moorings.

- r) Washing or cleaning your personal automobile or performing any auto repair is NOT permitted on marina premises.
 - s) Quiet time from 10 pm to 8 am will be strictly enforced.
 - t) Boats and trailers must be checked in with office and will only be parked in designated areas. Violators will be subject to a bill from the marina for any moving services related to vehicles or trailers.
 - u) Fish cleaning will be done at the provided facility only and garbage properly bagged and disposed of in all cases. No fish guts are permitted to be thrown out in the trash bins at Anchors Way Marina. There is a disposal area at the public launch area up the street from the marina.
 - v) All sailboat halyards must be secured to mast to eliminate clanging.
8. **Limitations of Liability.** This Agreement is for slip use only. AWMO is not responsible for theft or damage of any kind to the Lessee's boat, its contents, gear, or equipment. AWMO has made no warranty, expressed, or implied, as to the condition of the fish cleaning station, swimming pool, parking lots, walks, ramps, common docks, or equipment and shall not be responsible for injuries to persons or property damage occurring thereon. Lessee must inspect its slip prior to acceptance of the slip and its occupancy.
9. **Damages.** Lessee is responsible for damage to dock structures and pilings as well as all other Marina facilities by Lessee its family, guests, and invitees. Lessee agrees that only reasonable and customary use will be made of the docks and facilities covered hereby.
10. **Dock Boxes.** No wooden or homemade dock boxes are allowed, unless approved in writing prior to installation by AWMO management. Only fiberglass, Rubbermaid, or similar materials will be allowed. All dock boxes must be gray or white. Dock boxes must not be placed on the sidewalks or hang over onto the sidewalks by more than 3 inches.
11. **Dockside Procedures.** The Lessee agrees to comply with the dockside procedures as set by AWMO management.
12. **Boat Repairs and Servicing.** In the event that major marine work must be completed on Lessee's boat, the boat must be moved to a designated area. This includes oil changes. Motor oil is a hazardous material and must be disposed of in accordance with the U.S. Environmental Protection Agency and the Michigan Department of Natural Resources Regulations. Do not deposit new or used motor oil in any Marina waste receptacle or drain.
13. **Emergency.** In the event of any emergency affecting Lessee's boat or other boats or persons or property, AWMO, in its sole discretion, reserves the right to move the boat provided that AWMO shall not be required to provide this service. In the event such service is provided, Lessee will be billed at the local prevailing rates for the service rendered and Lessee shall be required to pay all costs incurred by AWMO on Lessee's behalf. Lessee shall indemnify, defend, and hold AWMO its agents, employees, members and managers safe and harmless from any liability, injury, loss, cost or

damage caused by or resulting to Lessee's boat due to an emergency situation. Lessee agrees to leave one complete set of keys with the office.

14. **Compliance With Local Ordinances.** Lessee further agrees to comply with all laws, including all police, fire and sanitary regulations and all other Ordinances and Statutes of the City of St. Joseph, County of Berrien, State of Michigan, and any other governmental authority having jurisdiction over the Marina premises.
15. **Utilities.** The use of Marina electrical service **other than for normal boat shore power** is prohibited except by special permission. The excessive operation of heaters, air conditioning units or other appliances may result in the application of an additional electrical surcharge.
16. **Enforcement.** AWMO reserves the right to amend or enact additional limitations on use and regulations in its sole and absolute discretion. Breach of any of the terms of this Agreement or posted notice in the Marina office or posted notice on the owner's portal on the AWMO Website (www.anchorsway.com) or violation of the dockside procedures is cause for immediate termination of this Agreement. In such case, AWMO may remove the boat from Lessee's slip at Lessee's risk and expense and take possession of the slip.
17. **Cost of Enforcement.** In the event AWMO must resort to legal process to enforce any of the terms of this Agreement or dockside procedures, Lessee shall be responsible for all such enforcement costs, including but not limited to attorneys' fees and court costs. All late payments due under this Agreement will be subject to a late charge of 5% and interest at the rate of 1.5% per month until paid.
18. **Lien.** AWMO has all the appropriate liens, state or federal, on the Lessee's boat, motor, and all accessories to secure any and all fees, repairs or other accessories or any other services or materials rendered to or supplied to Lessee. In the event Lessee becomes delinquent in payment for fees or other charges as described in this section AWMO shall have the right to take over the property of the Lessee and secure the property to the slip or store it in any location. AWMO shall be entitled to a possessory lien on said boat and \or equipment for any and all monies owed by Lessee to AWMO for said charges, work performed, services rendered, and materials furnished to the Lessee, his boat or the boat's equipment. AWMO may refuse to permit any stored items to be removed from the Marina premises until all the terms and conditions of this Agreement have met. Such possessory lien may be enforced in accordance with Public Act No. 362 of 1998.
19. **Force Majeure.** AWMO shall not be liable for any damages arising out of a total or partial failure to perform hereunder, or delay in such performance, by reason of any event or occurrence beyond its control, including, without limitation, acts of God, wars, acts of a public enemy, acts of the Governments of any state or political subdivision or any department or regulatory agency thereof, quotas, acts of any person engaged in subversive activity or sabotage, fires, floods, explosions, or other catastrophes, epidemics or quarantine restrictions, strikes, lockouts or other labor stoppages, slowdowns or disputes. It is understood and agreed that the foregoing

provisions shall have the effect of excusing delay under this Agreement by AWMO for such time as is occasioned by any of the aforesaid conditions.

20. **Miscellaneous.** AWMO reserves the right to lease or refuse to lease to any person for any good and pertinent reason. Any violation of this Agreement or the rules and regulations shall at option of AWMO permit this Agreement to be terminated by AWMO. The use of Marina electrical service **other than for normal boat shore power** is prohibited except by special permission. The excessive operation of heaters, air conditioning units or other appliances may result in the application of an additional electrical surcharge.

21. **AS IS Condition.** THE DOCK/SLIP AND ALL PROPERTY ARE BEING LEASED IN THEIR "AS IS" AND "WHERE AS" CONDITION. AWMO MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, AS TO THE CONDITION OF THE SLIP, DOCKS, WALKS, RAMPS, DEPTH OF WATER, OR OTHER MARINA FACILITIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR WHICH ARE EXPRESSLY EXCLUDED. AWMO IS NOT RESPONSIBLE FOR INJURIES TO PERSONS OR PROPERTY OCCURRING THEIR RUN. LESSEE ACKNOWLEDGES THAT IT HAS INSPECTED THE CONDITION OF THE DOCK/SLIP AND ALL PROPERTY AND ACCEPTS THEM IN THEIR "AS IS" AND "WHERE AS" CONDITION. AWMO IS NOT RESPONSIBLE FOR INJURIES TO PERSONS OR PROPERTY OCCURRING THEREON.

22. **Subletting by AWMO.** AWMO reserves the right to sublet any dock or birth when Lessee is not occupying same for 24 hours or longer and the fees shall accrue to AWMO. Lessee agrees to give AWMO adequate notice regarding departures and return dates. AWMO reserves the right to assign or reassign specific boat slips.

LESSEE:

Signature

Date Signed: _____

AWMO:

AWM OPERATIONS LLC

By: _____

Its: _____

Date Signed: _____

Credit Card Information:

Number: _____

Exp. Date: _____

Security Code: _____

Name on Card: _____

Thank you for your patronage!