



Loon Lake Boat Club, Inc.  
4030 Dixie Highway, Waterford MI 48329

Phone:(248)723-9250 x+ H gf] 2\*, 00//%/( \* e-mail: de d` Y]dB[ge [YK&]I

# BOAT SLIP RENTAL AGREEMENT

Vessel Owner (“Owner”):

Owner’s Address:

Owner’s Phone: Home:  Cell:  Work:

Owners E-Mail:  Owners Fax:

Employer:

Employer’s Address:

Emergency Contact Person:  Phone:

Michigan Registration # of Vessel:

!!----- Please attach copy of Registration -----!!

How Make! Model! 5a^ad

Power  Sail  Pontoon Length of Vessel:

Vessel Insured By:  Policy #:

Authorized Users of Vessel:

### See Page Two for Boat Slip Availability

Boat Slip Assigned for Vessel (“Boat Slip”)\*: 1st Choice:  2nd Choice:

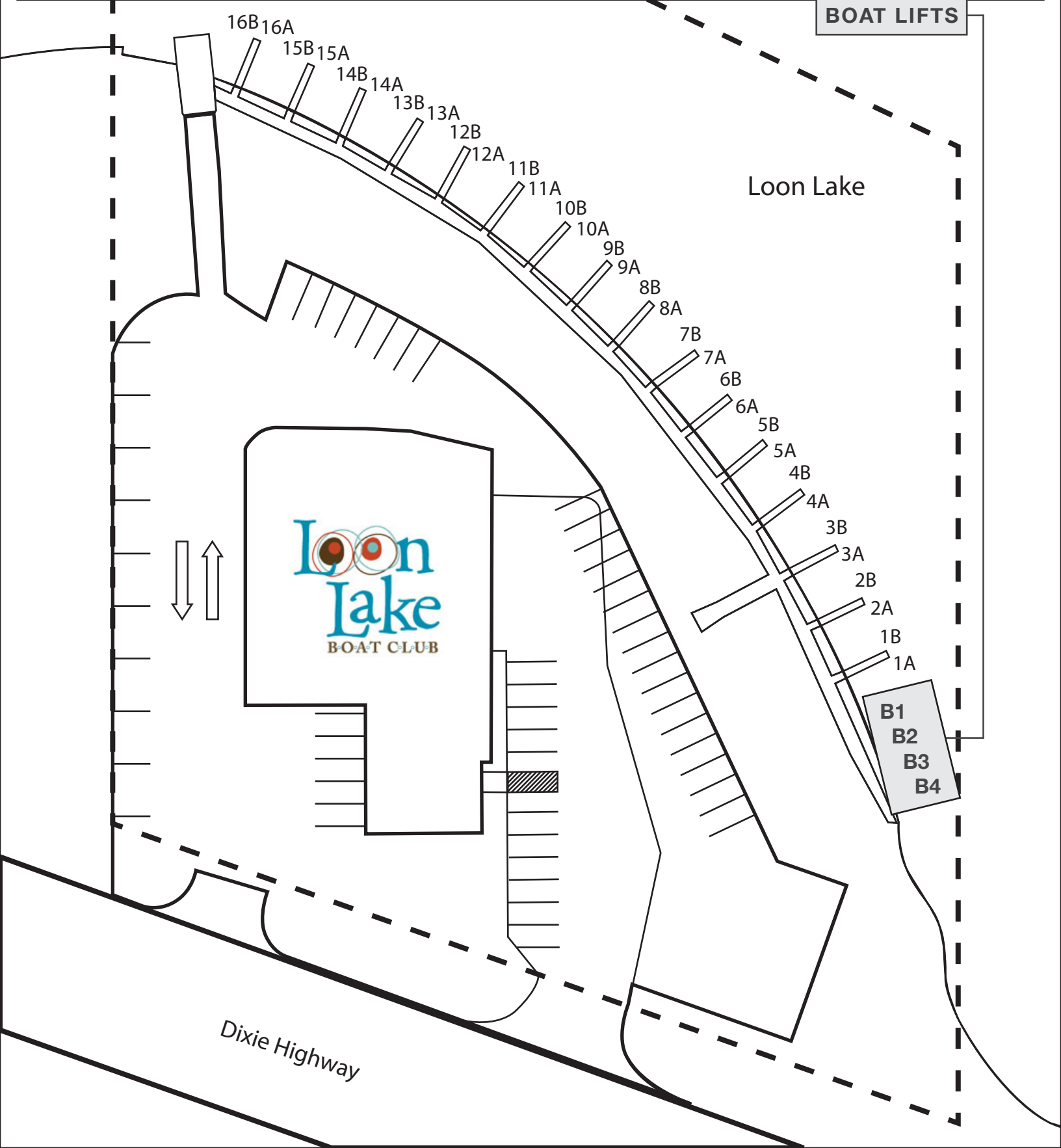
Term Expiration Date:

Seasonal Rental Rate:

*\*Actual boat slip will be confirmed upon execution of contract*

This Boat Slip Rental Agreement (the “Agreement”) is entered into effective as of (the “Effective Date”), by and between Owner and Loon Lake Boat Club, Inc., a Michigan corporation (“LLBC”).

1A:	4A:	7A:	10A:	13A:	16A:
1B:	4B:	7B:	10B:	13B:	16B:
2A:	5A:	8A:	11A:	14A:	B1:
2B:	5B:	8B:	11B:	14B:	B2:
3A:	6A:	9A:	12A:	15A:	B3:
3B:	6B:	9B:	12B:	15B:	B4:



## EXHIBIT A

### ADDITIONAL TERMS

#### **I. Rules and Regulations.**

1. Owner shall not use the Vessel for any commercial purpose.
2. Owner agrees not to store any equipment on the dock or fingers. No equipment, including, without limitation, dock boxes, steps, dock wheels, boarding ladders, may be installed by Owner on the docks or other Marina areas without prior written permission from LLBC.
3. Storage of any type of flammable and/or combustible materials, including, without limitation, explosives, anywhere in the Marina area is prohibited; provided, however that fuel may be stored in the Vessel's fuel tanks or approved storage containers.
4. No fires or cooking shall be allowed on the Vessel while moored at the Marina, on a dock or any other part of the Marina area.
5. Owner shall not permit paint remover, burning of paint, sanders, spray guns or spray paint to be used on top sides of the Vessel or above decks nor to paint top side of the Vessel while the Vessel is moored at the Marina.
6. Owner shall make no major repairs or complete overhauls on the Vessel while the Vessel moored at the Marina. The Extent of any requested repairs shall be at the discretion of LLBC.
7. The Vessel shall be kept in a neat and orderly manner.
8. No "For Sale" or other signs may be placed on a Vessel or at the Marina. LLBC may remove non-approved signs. No soliciting of any kind is permitted at, in or around the Marina.
9. Owner shall abide by all directions of LLBC staff with respect to mooring and maneuvering in the harbor and Marina area, and shall moor the Vessel in a safe manner.
10. All connections to Marina electrical receptacles shall be grounded.
11. Rafting or doubling up of boats is strictly prohibited except as authorized by the dock master or other LLBC staff.
12. No dinghy or raft shall be placed or stored on the docks, and Owner shall remove any items from the docks when directed to do so by LLBC.

13. Owner shall not throw, discharge or deposit from any boat or float any refuse matter, oil, spirits, inflammable liquid, or oily bilges into the water or anywhere in the Marina area.

14. Laundering or drying of wearing apparel or other items on the deck or rigging of the Vessel, on the dock or in any other Marina area is prohibited.

15. Engines shall not be operated in gear while the Vessel is moored at the Marina. Unnecessary operation of engines while the Vessel is moored at the Marina is prohibited.

16. Owner shall operate and maintain Vessel in accordance with all applicable local, state and federal laws, rules and regulations, including, without limitation, (a) the Michigan Natural Resources and Environmental Protection Act (MCL 324.101 *et seq.*), and (b) Department of Natural Resources Marine Safety Section Special Local Watercraft Control Rule R281.763.33 (a copy of which is attached as Attachment 1 to this Exhibit A) (collectively, "Applicable Law").

17. LLBC reserves the right to inspect the Vessel to determine if it is properly identified and equipped for safe operation in accordance with Applicable Law.

18. Owner shall not cause the Vessel to exceed 5 miles per hour in the harbor and Marina area, and shall observe the harbor and Marina area as a "**NO WAKE**" zone.

19. Swimming or fishing from the Marina area or docks is prohibited.

20. Fish cleaning on the docks or fingers is prohibited.

21. No part of the Vessel shall extend over the main walkway or beyond the end of a slip without the prior written approval of LLBC.

22. Children under twelve (12) years are not permitted on floats unless accompanied by their parents or other responsible adults.

23. Owner shall promptly notify LLBC of any unsafe or hazardous condition which comes to Owner's attention.

24. Owner shall notify LLBC if the Vessel shall be away from the Boat Slip for any period in excess of one night. LLBC reserves the right to rent the Boat Slip during such time period.

25. No persons, including, without limitation, the Owner, shall reside on the Vessel or any other boat at the Marina. Camping anywhere at the Marina is prohibited.

26. Owner shall be allowed to park one (1) car at the Marina in the space designated by LLBC for Owner; an LLBC parking pass shall be visible at all times such car is parked at the Marina. All such cars shall park in designated areas, or they will be towed at Owner's expenses.

No trailers or recreational vehicles shall be parked at the Marina without written permission from LLBC. LLBC shall issue Marina identification and parking pass for Owner.

27. Mooring lines to the Vessel may be retied by LLBC staff if insecurely tied. LLBC may install new lines, at Owner's expense, if such new lines are necessary to securely moor the Vessel, in the sole discretion of LLBC.

28. Alcoholic beverages and/or controlled substances of any kind are prohibited in the Vessel (when moored at the Marina) and any Marina areas.

29. Pets are prohibited at the Marina.

30. Excessive noise or music at an excessive volume is prohibited.

31. The Waterford Township Police Department is empowered to enforce all Marina trespassing rules.

## **II. Miscellaneous.**

1. If the Vessel remains moored at the Marina after the termination of this Agreement (by default or otherwise), the rent shall be \$100 per day until the Vessel is removed. LLBC reserves the right to remove the Vessel at Owner's sole risk and expense.

2. Owner shall repair, at Owner's expense, any damage caused by Owner or any of Owner's agents, employees, contractors or invitees to any person or property at the Marina.

3. Owner shall comply, and shall cause Owner's agents, employees, contractors and invitees to comply, with all of the rules and regulations set forth in this Agreement, and all rules and regulations posted by LLBC at the Marina (which are hereby incorporated by reference into this Agreement and made a part hereof as if they were fully set forth herein). Any breach of this Agreement by any of Owner's agents, employees, contractors or invitees shall be deemed to be a breach of this Agreement by Owner.

4. In the event of Owner's breach of or default under any provision of this Agreement, LLBC may terminate this Agreement immediately and remove the Vessel from its mooring space at Owner's risk and expense; LLBC shall give written notice of termination and removal to Owner as soon as reasonably possible thereafter. In the event of such termination, no refund of Seasonal Rental or any other fees under this Agreement shall be made to Owner.

5. Owner, on behalf of itself and Owner's employees, agents, representatives, heirs, devisees, personal representatives and any successors and assigns of any of the foregoing, jointly and severally, shall indemnify and hold harmless (and, upon request, defend with counsel acceptable to the Indemnified Party, as defined below) LLBC, T&K and their respective employees, directors, officers, shareholders, members, managers, agents and attorneys, and any successors and assigns of any of the foregoing, jointly and severally (individually an "Indemnified Party," and collectively "Indemnified Parties"), from and against any and all claims, causes of action, demands, losses, liabilities, lawsuits, proceedings, damages

(consequential, incidental, direct and indirect), expenses, costs and fees of any kind or nature, including, without limitation, court costs and reasonable attorney fees (collectively, "Liabilities") and any amounts paid in settlement of any Liabilities resulting from or arising out of, directly or indirectly, (a) any breach of any provision, representation, warranty, covenant or obligation of this Agreement by any of Owner or Owner's employees, agents, representatives, heirs, devisees, personal representatives, contractors, invitees and any successors and assigns of any of the foregoing, jointly and severally; (b) any violation of any Applicable Law by any of Owner or Owner's employees, agents, representatives, heirs, devisees, personal representatives, contractors, invitees and any successors and assigns of any of the foregoing, jointly and severally, and/or (c) act or omission of Owner, Owner's employees, agents, representatives, heirs, devisees, personal representatives, contractors or invitees, including, without limitation, such acts or omissions that cause injury or death to person(s) or damage or loss to or of property. The provisions of this Section II.6 shall survive termination of this Agreement by default or otherwise.

6. Owner, on behalf of itself and Owner's employees, agents, representatives, heirs, devisees, personal representatives and any successors and assigns of any of the foregoing (individually, a "Releasing Party," collectively, the "Releasing Parties"), jointly and severally, unconditionally releases and forever discharges LLBC, T&K and their respective employees, directors, officers, shareholders, members, managers, agents, attorneys, contractors and invitees, and any successors and assigns of any of the foregoing, (individually, a "Released Party," collectively, the "Released Parties"), jointly and severally, from and against any and all actions, claims, causes of action, counterclaims, third party claims, liabilities, damages, and demands of any kind or nature (regardless of whether such claims are known or unknown, foreseen or unforeseen, liquidated or unliquidated, in tort, contract or otherwise, or at law or in equity) arising out of or relating to, in any way, any act or omission of a Released Person, including, without limitation, such acts or omissions that cause injury or death to person(s) or damage or loss to or of property. The provisions of this Section II.7 shall survive termination of this Agreement by default or otherwise.

7. Should LLBC take action against Owner to enforce payment of any sum due hereunder, or to enforce any obligation of Owner hereunder, Owner shall pay all of the costs of such action, together with reasonable attorney's fees.

8. No Released Party shall have any liability of any kind or nature with respect to Owner or Owner's property, including, without limitation, the Vessel, motor vehicles and any other personal property.

9. Any written notice under this Agreement shall be made to a party by personal delivery or regular mail directed to address of such party set forth above. Notice shall be deemed to have been given on the day of such delivery or mailing.

10. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement can be waived by a party, in whole or in part, unless such waiver is in a writing

signed by the party waiving such claim or right; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

11. The laws of the State of Michigan shall govern the validity, performance and enforcement of this Agreement, without regard to choice of law principles.

12. If any term hereof shall be deemed to be invalid, illegal or unenforceable, such provision shall be deemed amended to conform to applicable laws so as to be valid, legal and enforceable or, if it cannot be so amended, it shall be deleted from this Agreement and the balance of the Agreement shall continue in full force and effect.

13. All captions contained in this Agreement are included for convenience only and form no substantive part of this Agreement.

14. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns; provided, however, that in no event shall Owner assign this Agreement without the prior written consent of LLBC.

15. This Agreement may be executed in duplicate original counterparts, and all copies of this Agreement so executed shall be deemed to be one agreement. Facsimiles shall serve as originals.

16. The parties hereby acknowledge and agree that they have carefully read this Agreement; had an opportunity to discuss it with their attorneys and/or advisors should they so desire; that they understand all of the terms and conditions set forth herein; and that they have knowingly and voluntarily executed this Agreement, fully aware that they are bound by the terms of this Agreement.

17. This Agreement contains the entire agreement between the parties as to the matters to which it pertains except as may be set forth in a writing signed by the parties, and supersedes any and all prior and/or contemporaneous agreements, contracts, promises or representations, whether written or oral between the parties, with respect to the subject matter of this Agreement.

18. Owner acknowledges and agrees that T&K may enforce the terms of this Agreement, rely on the terms of this Agreement and is intended to be a third party beneficiary of this Agreement.

19. Seasonal Rental or any other fees under this Agreement are non-refundable in the event Owner elects not to occupy the Boat Slip at any time before the termination of this Agreement, by default or otherwise.

## **ATTACHMENT 1**

### **LOON LAKE - R281.763.33 - Hours for high-speed boating and water skiing.**

33. On the waters of Loon lake, section 29, town 2 north, range 8 east, city of Wixom, Oakland county, it is unlawful, between the hours of 6:30 p.m. and 10:00 a.m. of the following day, to:

(a) Operate a vessel at high speed.

(b) Have in tow, or otherwise assist in the propulsion of, a person on water skis, water sled, kite, surfboard, or other similar contrivance