

EDISON BOAT CLUB

100 Lycaste. Detroit, Michigan 48214
Office (313) 821-2975, Fax (313) 821-3846

Summer Moorage Agreement for the 2017 Season Contract Term: May 1, 2017 – November 1, 2017

General Description:

This agreement between Edison Boat Club, hereinafter known as "Facility" and the boat owner hereinafter known as "Owner" is for the rental of a boat well in FACILITY's marina for one boating season, for the period stated above. This agreement places no future obligations on either party except that FACILITY agrees to provide preferential access for a particular boat well to OWNERS who rented that same well for the immediately preceding season.

FACILITY maintains a marina for the use of Edison Boat Club Members and boat wells are made available following the process described in "*Edison Boat Club Summer Moorage and Winter Storage Regulations and Guidelines*". That document describes the boat well application and assignment process. Once assigned a particular boat well, OWNER maintains a preference for that well as long as they continue to lease it year after year.

Prior to the boating season, FACILITY will send OWNER an invoice for the assigned well and an unexecuted "*Summer Moorage Agreement*" (this document) constituting an offer for the assigned boat well for the upcoming boating season. Upon execution and payment of applicable fees by OWNER, FACILITY and OWNER have a binding agreement for a single season's moorage.

Summer moorage in the marina is available only to OWNERS who are Edison Boat Club members in good standing. With the express approval of Edison Boat Club Board of Directors, Summer Moorage may also be made available to Honorary Members, provided boat wells are available. Since honorary EBC memberships are not automatically self-renewing, like standard EBC memberships, this agreement conveys no future rights or preferences for Honorary Members.

FACILITY is a recreational club and except for operating FACILITY equipment, such as the mobile hoist, tractors, trailers, etc. used in placing the boat into or out of storage; it is a self-service club with the OWNER providing direction and labor necessary for launching of OWNER's boat. OWNER is responsible for safely securing the boat in its well, including providing any needed dock lines, fenders, etc.

OWNER must provide FACILITY with the boat's current registration and proof of insurance coverage throughout the moorage period before boat will be accepted for summer moorage.

OWNER'S signature at the end of this document acknowledges that OWNER has read this document in its entirety and agrees with all the terms and conditions contained herein. No moorage will be provided without a properly executed Summer Moorage Agreement.

(THIS AGREEMENT MUST BE SIGNED, DATED, AND RETURNED WITH PROOF OF REGISTRATION AND INSURANCE BEFORE OCCUPANCY)

Description of OWNER, Boat and Services to be provided:

Owner Information:	
Owner Name (Print): _____	EBC Member # _____
Home Phone: _____	Business Phone: _____
Cell Phone: _____	Email Address: _____
Address: _____	

Description of Boat:		
Make/model _____	Boat Name: _____	
Registration/MC # _____		
Boat length _____	Beam _____	Boat Colors _____

Services to Be Provided:

Summer Moorage: Well # _____ Well Length in Feet: _____

(Well # and well length are indicated in the invoice enclosed with this document)

Service	Quantity (well length in feet, rounded up)	Member Price/Unit	Non-Member Price/Unit* <small>(Honorary Members)</small>	Annual Charge
Summer Moorage		\$25.00/Well ft.	\$50.00/Well ft.	

- *Summer moorage may be offered to Honorary Members if approved by the EBC Board of Directors*

The FACILITY has available for rent, certain dock well space for summer moorage of boats and the OWNER is desirous of obtaining the right to use such dock well space. The FACILITY is willing to rent such dock well space to the OWNER upon certain conditions, as recited below:

Terms and Conditions

IT IS MUTUALLY AGREED AS FOLLOWS:

1. This agreement is for boat storage and will serve as Notice of the MICHIGAN MARINE AND BOATYARD STORAGE LEIN ACT (PA 360 of 1998, MCL 570.371 et seq)
2. This agreement is for rental of well space and is not a BAILMENT AGREEMENT.
3. The FACILITY agrees to provide dockage at a well in FACILITY's marina on a space-available basis, with the assignment of a well being the prerogative of FACILITY following procedures described in the Moorage Rules.
4. The OWNER AGREES:
 - 4.1. That OWNER is solely responsible for making periodic inspections of said boat while it is in wet storage to insure that the boat is secure and that any boat coverings are properly attached and maintained.
 - 4.2. To provide and maintain adequate dock lines.
 - 4.3. That FACILITY has the right to move OWNER'S boat at any time, within the FACILITY Premises. Except in emergencies, FACILITY will make reasonable attempts to contact OWNER to have them present when the boat is moved or to obtain their permission to move the boat in their absence.
 - 4.4. That the FACILITY does not carry any insurance for the benefit of the OWNER or the OWNER'S boat or other property and the OWNER will obtain such insurance as OWNER desires to protect OWNER, OWNER'S guests, boat and property and waives OWNER'S insurer's subrogation rights, if any. Such insurance shall be in an amount reasonable and appropriate for the type and value of said boat. OWNER must provide a minimum of \$300,000.00 in liability coverage.
 - 4.5. To abide by the constitution and by-laws of the FACILITY and to stay informed of and be bound by, all future amendments or revisions thereto.
 - 4.6. To accept full responsibility for any and all property damage and/or personal injuries to OWNER and the treatment thereof and all the consequence flowing there from.
 - 4.7. To release and hold harmless DTE Energy Company, its affiliates, the FACILITY and their respective officers, agents, and employees, from any claim, loss, damage, cost, charge, expense, lien, settlement or judgment, including interest thereon, for personal injury, including death, and/or property damage, arising directly or indirectly out of my membership(s) if a member, or as a result of my presence on or use by me or other of the premises, boats, mobile hoist, tools, equipment or other things regardless of whether any injury or damage is caused, in whole or in part, by any alleged negligence on the part of the entities and persons released hereby.
 - 4.8. Not to permit any open flames or unattended heat.
 - 4.9. To keep the area assigned to OWNER clean and free of debris.
 - 4.10. To prevent damage to other boats and will be responsible for any damages OWNER or its guests cause to other boats and/or property.
5. If OWNER does not remove his boat from the leased well by November 1, OWNER will pay a daily charge established by FACILITY.
6. All sums owed the FACILITY must be paid before the boat may occupy a boat well. If not paid when due, a 1 ½% per month late fee will be charged on the outstanding balance.

7. FACILITY has the right to refuse to accept for summer moorage any boat FACILITY's personnel deem unseaworthy.
8. The OWNER grants FACILITY a lien on the above described boat or unit and its equipment, furnishings and contents for a sum equal to all amounts due FACILITY, including any fees associated with the perfecting of the lien.
9. FACILITY shall have the right to refuse to allow any boat, its equipment, furnishings or contents to be removed from the property of FACILITY by OWNERS, his assigns, heirs or successors in interest until all terms and conditions of this agreement have been fulfilled.
10. The OWNER acknowledges receipt of a copy of this Agreement and has read and agrees to be bound by it.
11. The rights of the FACILITY shall not be waived, lost or in any way diminished by removal of said property from the premises of FACILITY.
12. FACILITY agrees to permit boat owner to use the space allocated above for the purpose of dockage for the above described boat only (unless other arrangements in writing have been made with FACILITY) for summer season which is generally May 1st to November 1st of the same year (the season may vary depending on the availability of personal, equipment or other good and sufficient reason).
13. The OWNER will not deliver or permit others to deliver or remove gasoline from the boat without express permission from persons designated by the Board of Directors (outboard motor tanks excluded). OWNER will strictly comply with all rules and regulations designated by FACILITY; comply with all police, fire, environmental, and sanitary regulations; and all applicable laws and regulations, including, but not limited to, the Ordinances of the City of Detroit, Michigan, and the Laws of the State of Michigan while in and about the premises.
14. The OWNER shall pay the FACILITY the amount billed for the storage, moorage, or other services to the boat described above.
15. The OWNER represents and warrants that he is the sole owner of the boat stored and if a member, that he is in good standing with his membership. If OWNER is not the sole owner of the boat, then he must provide written documentation of his authorization to act on behalf of all the owners.
16. This Agreement may be terminated with or without cause at any time by FACILITY.
17. If the OWNER no longer desires dock well space, the OWNER must notify FACILITY in writing.
18. All amounts paid are non-refundable once the boat well is occupied.

By signing below, OWNER acknowledges they have read the entire document and agree with all terms and conditions presented herein.

OWNERS SIGNATURE _____

Date _____

If signer is not the sole owner of the boat, then signer must provide written authorization from all remaining owners empowering signer to enter into this agreement on their behalf. Such authorization shall be attached to, and incorporated into, this agreement.