

# Crosswinds Marine Service

302 S. Lake Street • Whitehall, Michigan 49461 • (231) 894-4549

## APPLICATION FOR BOAT SLIP

Owner's Name \_\_\_\_\_ Slip \_\_\_\_\_ Year \_\_\_\_\_  
Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone (\_\_\_\_) \_\_\_\_\_ Business Phone (\_\_\_\_) \_\_\_\_\_ Cell Phone (\_\_\_\_) \_\_\_\_\_  
Boat Name \_\_\_\_\_ Sail \_\_\_\_ Power \_\_\_\_ Wood \_\_\_\_ Fiberglass \_\_\_\_ Steel \_\_\_\_  
Boat Manufacturer \_\_\_\_\_ Type \_\_\_\_\_ Year \_\_\_\_\_ LOA \_\_\_\_\_ Beam \_\_\_\_\_  
Michigan/USCG Registration # \_\_\_\_\_ Expiration Date \_\_\_\_\_ Draft \_\_\_\_\_  
Inboard \_\_\_\_ Outboard \_\_\_\_ I/O \_\_\_\_ Single \_\_\_\_ Double \_\_\_\_ Engine Make \_\_\_\_\_ Model \_\_\_\_\_  
Color of Hull \_\_\_\_\_ Boot Stripe \_\_\_\_\_ Deck \_\_\_\_\_

1. No selling or solicitation on docks.
2. Lessor shall retain the right to designate dock space. Every effort shall be made to assign Lessee the dock space of his/her choice; however, the rights of other Lessees and the Lessor's business judgment shall also be relevant factors in the assignment of dock space. Lessor may refuse to rent dock space to any person for any reason.
3. All dock space rent shall be payable in advance.
4. Lessee agrees not to sell, transfer, assign or permit the use of his/her assigned dock space without the express written permission of the Lessor. All contracts are null and void at time of sale of boat.
5. If Lessee desires to dock a boat other than the one specified on this page, he/she must obtain the written permission of the Lessor and pay any additional charges.
6. Lessee agrees not to hold Lessor liable for any loss caused by any delay in launching, winter storage, transporting or commissioning caused by weather or any other event beyond the control of Lessor.
7. Lessor does not guarantee that the electrical service shall be continuous. Lessee shall not operate power tools, equipment, machinery, etc. from the marina's outlets unless written permission has been given by Lessor.
8. Use of any open flame device, toxic chemicals or any other hazardous equipment or supplies in the docking area is prohibited.
9. Lessee shall use the docks and attached facilities for reasonable and typical boating activities. Lessee shall keep the dock areas clear of all, but not limited to, gear, tackle, dinghies, grills and other obstructions. Lessee agrees not to dispose of waste or trash (including treated and untreated sewage from heads or holding tanks) in the harbor or docking area. Lessor shall not permit Lessee to cause damage to the docking facility through excessive wear and tear, create any unnecessary disturbance or nuisance, or store rubbish on the docking facility. Lessee shall not attach anything to dock or equipment without written consent of lessor.
10. Lessee may work on his/her own boat in the marina as long as such work does not interfere with the rights of the other lessees or the operation of the marina. If the Lessee wishes to have someone other than himself/herself or an employee of Crosswinds Marine work on his/her boat in the marina, prior written approval must be obtained from Crosswinds Marine. Such approval will be granted only if Crosswinds Marine cannot perform the required repairs to the boat and/or the outside serviceman can deliver to Lessor evidence of a standard certificate of workman's compensation and liability insurance coverage.
11. Any hazardous products removed from boat, including but not limited to, gas, diesel, oil, batteries, antifreeze, filters, etc., must be disposed of as directed by the marina.
12. If Lessee violates any of the terms and conditions contained in this agreement or those posted, Lessor shall have the option of terminating this agreement upon ten (10) days written notice to Lessee. Lessee must remove his/her boat from the marina prior to the end of the ten (10) day period.
13. Lessor shall have statutory maritime liens (state and federal) upon the boat, motor and attached equipment to secure any and all services and materials supplied to Lessee by Lessor during the term of this agreement.

14. Lessee shall not remove his/her boat from the rented dock space until all charges secured by the liens described in paragraph 13 have been paid in full.
15. Lessee agrees to reimburse Lessor for reasonable attorney fees and costs relating to a suit or any other collection efforts by the Lessor against the Lessee to collect any amounts due and secured by the liens described in paragraph 13 of this agreement.
16. INSURANCE- Lessee agrees to have the boat covered by a full marine insurance package (hull coverage as well as indemnity and liability coverage). Lessee agrees to release and discharge Lessor from any and all responsibility or liability for injury (including death), loss, or damage to persons or property in connection with Lessor's docking facility or marina.  
This release and discharge shall cover without limitation any loss or damage resulting from lessor's employees parking or hauling Lessee's boat, vandalism, theft, fire, hail, high/low water, wind, collision, ice, rain or any other act of God.

INSURANCE COMPANY \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

17. Lessee shall deliver to Lessor duplicates of all keys required to access and operate his/her boat. Lessor shall enter Lessee's boat only in the event of an emergency.
18. In an emergency situation, Lessor shall be permitted to move Lessee's unattended boat to a safer location if possible. Provided, however, that Lessor shall not be required to provide this service. In the event such service is provided, Lessee will be billed at Lessor's prevailing rates for the service rendered and Lessee shall be required to pay all costs incurred by Lessor on Lessee's behalf. Lessee shall indemnify and hold Lessor safe and harmless from any and all liability, injury, loss or damage caused by or resulting to Lessee's boat due to an emergency situation.
19. In the event Lessee's boat sinks in its' dock space or marina facility, Lessee has four hours to commence salvage activities upon notification from Lessor. After 4 hours Lessor has the right to commence salvage activities to be billed to Lessee at appropriate rates.
20. Pets must be kept on leashes in accordance with Muskegon County ordinances. Pets must be walked in designated areas.
21. Lessee shall notify Lessor of all overnight or extended vacancies of his/her slip. Lessor has the right to use Lessee's slip in his/her absence.
22. Lessor is not responsible for any dock lines or boating equipment left on the dock.
23. Lessor reserves the right to charge extended live-boards an additional fee.

THIS AGREEMENT STARTS APRIL 15 AND RUNS THROUGH OCTOBER 31. A 20% NON-REFUNDABLE DEPOSIT IS DUE UPON RETURNING THIS AGREEMENT, 50% OF THE BALANCE IS DUE BY FEBRUARY 1, AND THE BALANCE IS DUE BY APRIL 1. FAILURE TO COMPLY WITH THESE DUE DATES WILL RESULT IN TERMINATION OF THE AGREEMENT.

OWNER'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_