



ASSIGNED SLIP #: _____

Date Received _____

Douglas Marina Transient Agreement

Slip Fee for Transients \$25 per night
Checkout time is 10:00 am

SLIP OWNER'S INFORMATION:

Name: _____ Watercraft Name: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Email: _____ Cell Phone: _____

WATERCRAFT INFORMATION:

Length: _____ Draft: _____ Beam: _____ Manufacture/Model: _____

LOCAL EMERGENCY CONTACT NAME: _____

LOCAL EMERGENCY CONTACT PHONE NUMBER: _____

Dates Requested: _____

\$25 x _____ nights = _____

Rules and Regulations

1. This transient slip agreement is good for the watercraft dimensions and the owner listed only. You may not sublet your slip.
2. Owner shall provide 4 mooring lines and 2 fenders of adequate size and good condition for securing the watercraft.
3. Owner represents that he/she has lawful possession of the watercraft. Owner agrees to pay all costs and expenses (including without limitations attorney fees) that the City incurs or is compelled to pay in connection with a dispute/litigation or damage to City property.
4. Watercraft may occupy assigned slip from April 15 through October 15.
5. No trailers are to be left on City property at any time. Campers, travel trailers, fifth wheels etc. are prohibited.
6. The City has the right to board any watercraft in an emergency.
7. Transporting fuel to your watercraft while at the marina is strictly prohibited.
8. Dinghies/inflatables must be kept within the space of your slip and may not exceed the beam of your watercraft.
9. Owner is responsible for toilet pump outs. Dumping is prohibited on City property.
10. No air-conditioners are to be left running when a watercraft is unoccupied. If left on, the City has the right to turn unattended equipment off.
11. Watercraft lifts and canvases are permitted, however, no winter storage of either is allowed at the marina.
12. Owners are prohibited from making any modifications of any kind to the slip or dock.
13. The City shall be responsible for the maintenance and repair of the dock structure except for any damage caused by owner or owners' guests, in which situation it shall be the responsibility of the owner to repair the damage forthwith upon notification to the owner by the City of the need for repair.
14. Owner shall keep the dock free of debris and in a neat and orderly condition and shall return the docks to the City at the end of the season in at least the same condition as the dock was in at the commencement of this agreement, normal wear and tear excepted. Owners shall not use any area of the dock for storing any equipment or personal items.
15. Other dock users shall have the use of the dock areas lying adjacent to the applicant's dock for purposes of access to the boat slips of the other user. Owner shall not interfere with the orderly use and passage by other users or members of the public. However, owners docking privilege as provided for herein shall be exclusive for the benefit of owner within the boat slip leased by the owner pursuant to this agreement.
16. Grills and waste containers are not allowed on the docks. Owner is responsible for your own garbage and proper disposal. Do not dispose of any oil in garbage container.
17. Dogs MUST always be on a leash while on City Property. Do not leave your dog on your watercraft unattended. You are responsible for immediate cleanup of your dog's waste. The City provides bags and trash containers for this waste; however, the lack of a City-provided bag does not excuse the immediate clean-up of the waste.
18. No motorized or non-motorized vehicle/bikes are allowed on the docks. Bikes may only be stored in the bike rack.
19. Owner bears sole responsibility of any contractor hired to perform work on their watercraft.

20. If high/low water causes the slip to be unusable or unsafe, the City shall declare the slip unusable and owner shall not utilize the slip while such an order is in effect. The City issues such nonuse order preventing the owner from reasonably using the slip, the City shall issue a full or partial refund of the rent to owner based proportionately upon the amount of time during this agreement that owner cannot utilize the slip. If the owner disagrees with how such cost rebate is apportioned, owner can appeal the matter in writing to the City Council for the City of Douglas. This shall be the sole remedy in the event of a nonuse order; no other damages of any kind (including incidental or consequential damages) shall be considered or allowed.
21. Be courteous with noise and mind a 10:00 PM curfew of noise that will disturb other owners.
22. Owner is responsible for your guests and their actions.
23. Fireworks of any kind are strictly prohibited on City property.
24. Mooring lines, shore cords, and hoses may not be left on the docks. Please keep them out of the way of walking traffic.
25. Do not leave hoses turned on while away from your watercraft.
26. Clotheslines are not allowed on watercrafts
27. It shall be unlawful for any person within the City to consume intoxicating liquor of any kind in any street, alley, park, public building, or other land owned by the City, unless the consumption is authorized under a valid permit issued by the City or its authorized agent. (1995 Code, 42-166) (Ord.43, passed 6-5-1961)
28. Each of the rules and regulations in this agreement are deemed to be material to the satisfactory performance of the agreement, and breach or failure by the owner to perform in accordance with any of the rules and regulations of this agreement shall give the City the right to declare a forfeiture of this agreement, to terminate this agreement, and to retake possession of the slip. In case of owner's default, or failure to perform any of the rules or regulations contained herein, City shall give written notice of such default or failure to perform in writing to the owner, and owner shall have seven (7) days from the date said notice is mailed, or personally served, to cure the default or comply with any of the rules or regulations not being complied with. If, in the opinion of the City, satisfactory resolution by owner is not made per above, it may be grounds for immediate termination of this agreement and there shall be no pro-ration of payment. Notice provided for in this paragraph shall be sufficient if mailed by first class mail to owners address as mentioned above stated, or notice may be personally served upon owner.

Insurance, Security, and Liability

The applicant hereby certifies that they will indemnify and hold the City, and its employees, harmless from any and all claims, demands, losses, obligations, costs, expenses, verdicts, lawsuits, settlements, and other liability, arising out of or relating in any way to this agreement, and that reasonable costs and attorney fees incurred by the City in defense of any claim, action, or liability shall be the responsibility of the applicant.

The City is not responsible for any watercraft, or any personal items left on public property.

It is further agreed that the applicant shall be liable for all damages to the premises, other facilities, cars, watercrafts, or persons on City property caused by applicant or any guest of the applicant. Applicant shall hold harmless the City and its employees from loss or damages of whatever nature to a watercraft or properties belonging to or in custody of any watercraft parties, arising out of or in any way connected with fire, theft, collision, changes to lake levels, rough water, wind, current, Acts of God, or other natural forces.

Applicant shall comply with all laws, ordinances, codes, and requirements of the City of Douglas, County of Allegan, State of Michigan, and United States government regarding owner's watercraft and use of City slips.

This agreement contains all of the agreements and understandings of the parties hereto and shall not be amended or changed in any way, unless an amendment is in writing and signed by both the owner and the City. This agreement shall be binding on the successors, heirs, and personal representatives of the parties hereto.

The laws of the State of Michigan shall control any disputes arising out of the interpretation or operation of this agreement. Venue shall be in Allegan County.

I have read and agree to the City of the Village of Douglas's Rules and Regulations, and Insurance, Security, and Liability.

Owner's Name (print): _____

Owner's Signature: _____ Date signed: _____

City Use Only

Fee Received: _____

Approved by: _____ Date: _____