

# ROGERS CITY MARINA

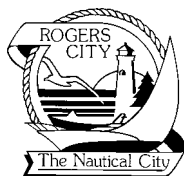
Rogers City, Michigan 49779

(989) 734-3808 Marina

(989) 734-2191 City Hall

## APPLICATION AND PERMIT FOR BOATWELL RENTAL

		DATE:	
APPLICANT:		TELEPHONE	
ADDRESS:		Work:	
EMAIL ADDRESS:		Home:	
DRIVERS LICENSE NUMBER:	BOAT NAME:		
BOAT MAKE:	POWER	YEAR	
BOAT USE:	SAIL	BEAM	
(charter or recreational)	OTHER	DRAFT	
REGISTRATION #:	LENGTH (include swim platform)		
(Charter) STATE LICENSE #:	INSURANCE COMPANY & EXPIRATION DATE:		
<p>This permit agreement, entered into this _____ day of _____, 2016____, between _____ and the City of Rogers City, is subject to the attached Terms and Conditions.</p>			
Witnessed:		Applicant:	
Witnessed:		Date:	
DO NOT WRITE IN THIS SPACE		PERMIT GRANTED	
		<p>_____</p> <p>Wayne Saile Jr. Harbor Master</p>	
Permit No.			
Boatwell No.			
Fee Paid:			



# TERMS AND CONDITIONS

ROGERS CITY MARINA  
Rogers City, Michigan 49779  
(989) 734-2191  
harbormaster@rogerscity.com

1. **Grant of Permit.** Permittee is hereby granted a permit for the use of a boat well for the 2016 boating season at Rogers City Marina.
2. **Assignment.** This permit is granted to a specific permittee; owner of the specific boat described on the application, and is not assignable to any other person, entity, or boat without the advance written consent of the City. Partial disposition of ownership by the Permittee must be reported to and accepted in writing by the City to continue the grant of this permit in full force and effect.
3. **Limited Use of Permit.** It is agreed that the purpose of this Permit is to allow the Permittee to dock the boat described on the application at the subject harbor and that the subject boat is to be utilized exclusively for the personal recreational use of the Permittee. Any commercial use of the boat by the Permittee and/or his or her assigns is a violation of the Permit and will result in the immediate termination of same and loss of all rights and privileges hereunder.
4. **Staffing Schedule.** The Rogers City Marina is staffed by City personnel according to the schedule set forth in this paragraph. Utilities and services will be provided according to the schedule. Permittee may, at his or her own risk, occupy the assigned slip prior to and after the dates in the staffing schedule provided that Permittee shall indemnify, hold harmless, and defend himself or herself for any and all losses, damages, or injuries resulting from the Permittee's occupation of said slip outside the staffing schedule. The City reserves the right to adjust the staffing schedule in the event of emergency, facility breakdown, or personnel shortages. The City further reserves the right to adjust the electrical, water, fuel, or sewage pump-out services provided in the event of emergency, facility breakdown, or due to the effects of record high water elevations.

Staffing Schedule 2016					
	Toilet and Showers	Electricity	Water	Fuel	Pump-Out
Opening dates:	May 2	May 2	May 2	After ice	May 2
Closing dates:	October 14	October 14	October 14	Until ice forms	October 14

5. ***Rental to Transients.*** To maximize public utilization of the boating facility, Permittee agrees to notify the Harbor Master of the Permittee's planned departure and return dates whenever a boat trip of 48 hours or more is contemplated by the Permittee. The Harbor Master reserves the right to rent to transient users the slip described on the application whenever the Permittee vacates the facility for 48 hours or more notwithstanding notification, if any, by Permittee.
6. ***Limitation of Liability.*** Permittee covenants not to sue the City, the State of Michigan, or any of its departments, boards, commissions, officers, employees, or agents for any claims whether legal or equitable, arising under or in any manner related to the privileges granted in this Permit. Permittee hereby releases, waives, and discharges the City of Rogers City and the State of Michigan and all its departments, boards, commissions, officers, employees, and agents for all losses, injury, damage to persons or property, or death and any claims or demands therefore arising under or in any manner related to the privileges granted in this permit whether caused by the City of Rogers City and the State of Michigan or any of its departments, agencies, boards, or commissions or any of their officers, employees, or agents.
7. ***Indemnification.*** Permittee covenants and agrees to indemnify and hold harmless the City of Rogers City and the State of Michigan and all of its departments, agencies, boards, commissions, officers, employees, and agents from any and all claims, demands, judgments, and expenses including attorney fees for any and all loss, damage, or injury to person(s) or property, or death arising under, or in any manner related to (a) this permit; (b) the activities authorized by this permit; or (c) the use or occupancy of the premises that are the subject of this permit as well as any other City or State owned lands. This indemnification and save harmless agreement is not intended to and shall not extend to loss, damage, injury to person(s) or property, or death, proximately caused, in whole or in part, by the negligence or other tortious conduct of the City of Rogers City or the State of Michigan, its departments, boards, commissions, officers, employees, or agents.
8. ***Insurance.*** Permittee agrees to arrange for the boat to be covered by a marina insurance policy (hull coverage and protection and indemnity liability coverage), to identify Permittee's insurance company and the relevant policy on the application form, and to provide the City of Rogers City with a copy of said policy on demand.
9. ***Termination by City of Rogers City.*** The City shall have the right to terminate this permit without cause by giving notice in writing to the Permittee 72 hours prior to such termination, provided that the Permittee shall be entitled to a pro-rata refund of the rental fee, if any, paid in advance, and provided further, that no refund shall be made if termination of this permit is due to Permittee's violation of any of the terms and conditions of this permit or the rules and regulations incorporated herein or such other reasonable rules and regulations as the City may publish, post, and/or distribute from time to time.

10. **Termination by Permittee.** All deposits are non-refundable. After a permit is issued the permittee shall have the right to terminate the permit by giving written notice to the City of Rogers City at least 72 hours in advance of such termination. If the termination is made prior to June 1st of the year in question, the permittee shall be entitled to a 100% refund of all fees paid except for the deposit provided the City of Rogers City re-permits the vacated slip for the entire season. If the City of Rogers City does not re-permit the vacated slip, the permittee shall be refunded 50% of all fees paid except for the deposit. If the termination is made on or after June 1st of the year in question, the permittee is not entitled to a refund.
11. **Payment Schedule.** The permit fee is due by May 1<sup>st</sup>. Boaters who pay in full by April 1<sup>st</sup> will receive a \$50 discount. A permit will not be issued until all fees and service charges are paid. If all permit fees and service charges are not paid by May 15<sup>th</sup>, any portion of the permit fee paid shall be forfeited.
12. **Removal of Vessel upon Termination of Permit.** Permittee agrees to remove or cause the boat and/or equipment thereon to be removed within ten (10) days after expiration, or termination of this permit. If the Permittee fails to remove the boat and/or equipment thereon in a timely fashion at the termination of this permit, the City shall have the option to:
  - a. Charge the Permittee daily rent upon a pro-rated basis for the space occupied, or
  - b. Pursue any other remedy available under the law.
13. **Possessory Lien.** The City shall be entitled to a possessory lien on said boat for any and all monies owed by the Permittee to the City for said slip, storage, work performed, services rendered, and materials furnished to the Permittee or his or her boat.
14. **Emergency.** In the event of an emergency affecting the boat or other boats or persons or property, the City, in its sole discretion, reserves the right to move the boat provided that the City shall not be required to provide this service. Permittee shall be required to pay all costs incurred by the City on Permittee's behalf. Permittee shall indemnify and hold the City of Rogers City safe and harmless from any and all liability, injury, loss, or damage caused by or resulting to the Permittee's boat due to an emergency situation.
15. **Compliance with Local Ordinances.** Permittee further agrees to comply with all laws and with all police, fire, and sanitary regulations and all other ordinances of the City of Rogers City, County of Presque Isle, State of Michigan, and any other governmental authority having jurisdiction over the Harbor premises.
16. **Waiver.** Waiver of a violation of any of the forgoing terms and provisions shall not be construed as a waiver of any subsequent violation or violations.

17. **Severability.** It is mutually understood and agreed that all terms and provisions contained in this permit are severable and that in the event that any provision shall be held invalid by a competent court, this permit shall be interpreted as if such invalid term or provision or covenant were not contained in this permit.
18. **Construction.** This permit shall be construed and interpreted according to the laws of the State of Michigan.
19. **Binding Effect.** This permit shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.
20. **Rules and Regulations.** The Permittee agrees to comply with the terms and conditions of this permit and the rules and regulations governing the use of the harbor facilities attached hereto and incorporated herein, and such other reasonable regulations as the City of Rogers City may publish, post, and or distribute from time to time.
21. **Be Advised This Is a One Year Contract.** The Rogers City Marina is a “Grant In-Aid Harbor” and the number of seasonal slips that we are allowed to rent is controlled by State Waterways Policy.

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Applicant