

Gerrish Township

Boat Slip Permit Agreement

2010 Season

A signed agreement, a completed registration form and a payment in full must be sent to Gerrish Township. Returning renters must submit payment in full no later than April 1 to ensure there spot.

THIS PERMIT AGREEMENT entered into this _____ day of _____, 2010, between the TOWNSHIP OF GERRISH, hereinafter referred to as "TOWNSHIP" and _____ hereinafter referred to as "PERMITTEE", is subject to the following terms and conditions;

1. Grant of Permit. PERMITTEE is hereby granted a permit for the use of a boat slip for the 2010 boating season (as defined in Paragraph #5) at the COMMUNITY PARK.
2. Assignment. This permit is granted to a specific PERMITTEE and boat and is not assignable to any other person, entity or boat without the advance written consent of the Marina Manager. Partial disposition of ownership by the PERMITTEE must be reported to and accepted in writing by the Marina Manager 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 in the Registration Form at the subject marina 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 / hers assigns is a violation of the Permit and will result in immediate termination of same and loss of all rights and privileges herein unless a waiver is granted by the Township.
4. Auxiliary Craft. Dinghies or other auxiliary craft of a size suitable to be carried on board the boat may be water-stored in the slip so long as this storage does not extend beyond the limits of the assigned slip and providing the auxiliary craft is removed from the slip when the boat is out of the subject harbor for more than one (1) day.
5. Staffing Schedule. Gerrish Township reserves the right to determine the staffing hours and number of employees that will be at the Township Marina. It is the intent of the Township to have all hoists and docks ready for use the first weekend prior to Memorial weekend. With considerations made to the weather, this may not be possible but every effort will be made. Boats must be off their respective hoists by October 1st, 2010.

Fees:

Application fee: \$25.00, if applicable

Rental fees: \$1,300.00 for Gerrish Township property owner.

\$1,500.00 for non-property owner

Note: The \$25.00 application fee does not apply to those renewing a slip for the next season.

6. Rental to Transients. Gerrish Township will rent daily and weekly slips when they are available at a rate of \$25.00 per day.
7. Limitation of Liability. PERMITTEE agrees not to sue the TOWNSHIP, 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 TOWNSHIP and the State of Michigan and all of their departments, boards, commissions, officers, employees, and agents from any and all liability to PERMITTEE, its officers, employees and agents, for all arising under, or in any manner related to, the privileges granted in this permit, whether caused by the State of Michigan or TOWNSHIP or any of its departments, agencies, boards, or commissions, or any of their officers, employees, or agents.
8. Indemnification. PERMITTEE agrees to indemnify and save harmless the TOWNSHIP and State of Michigan, all of their 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 TOWNSHIP owned lands. The indemnification and save harmless agreement is intended to and shall extend to all loss, damage, injury to person or property, or death, proximately caused, in whole or part, by the negligence or other tortious conduct of the TOWNSHIP, its departments, boards, commissions, officers, employees or agents.
9. Insurance. Prior to docking the boat owned by the PERMITTEE, the PERMITTEE will be covered by a marine insurance policy (hull coverage and protection and indemnity liability coverage), to identify PERMITTEE'S insurance company and the relevant policy on the reverse side of this permit and to provide the TOWNSHIP with a copy of said policy on demand.
10. Termination by the Township. The TOWNSHIP shall have the right to terminate this permit without cause by giving notice in writing to the PERMITTEE seventy-two (72) hours prior to such termination; provided, that the PERMITTEE shall be entitled to a pro-rated refund of the rental fee provided that no refund shall be made if the 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 TOWNSHIP may publish, post and/or distribute from time to time.
11. Termination by PERMITTEE. The PERMITTEE shall have the right to terminate this permit and forfeit the rental fee by giving notice to the TOWNSHIP at least seventy-two (72) hours in advance of such termination. If the termination is made prior to the May

opening date of the year in question, PERMITTEE shall be entitled to 100% refund of the rental fee. If termination is made prior to June 15th of the year in question, PERMITTEE shall be entitled to a refund of 50% the rental fee if paid. If the termination is made after June 15th of the year in question, PERMITTEE shall not be entitled to a refund.

12. Removal of Vessel upon Termination of Permit. PERMITTEE agrees to remove or cause the boat and/or equipment thereon to be removed by October 1st. If the PERMITTEE fails to remove the boat and/or equipment by October 1st, the Marina Manager shall have the option of:
 - a) Charging PERMITTEE daily rent upon a pro rata basis for the space occupied; or
 - b) Pursuing any other remedy available under the law.
13. Possessory Lien. The TOWNSHIP shall be entitled to a possessory lien on said boat for any and all monies owed by the PERMITTEE to the TOWNSHIP for said slip, storage, work performed, services rendered and/or materials furnished to the PERMITTEE and/or his/her boat.
14. Slip Assignment. The TOWNSHIP reserves the right to reassign PERMITTEE'S slip location for any reason. If reassignment becomes necessary, the alternative slip shall be of equal or larger length. The TOWNSHIP in its sole discretion reserves the right to move PERMITTEE'S boat to the alternative slip. All hoists will be constructed of aluminum preferable of four (4) post design and NO canopies will be allowed. Those canopies that were in place in the 2009 season will be grandfathered in.
15. Emergency. In the event of an emergency affecting the boat or other boats or persons or property, the TOWNSHIP in its sole discretion, reserves the right to move PERMITTEES'S boat; however the TOWNSHIP shall not be required to provide this service. In the event such service is provided, PERMITTEE shall be billed at the current prevailing rates for the service rendered as said rates are posted in the Marina Manager's office and PERMITTEE shall be required to pay all costs incurred by the TOWNSHIP on PERMITTEE'S behalf. PERMITTEE shall indemnify and hold the TOWNSHIP safe and harmless from any and all liability, injury, loss or damage caused by or resulting to PERMITTEE'S boat due to any emergency situation.
16. Compliance with Local Ordinance. PERMITTEE further agrees to comply with all laws, police, fire and sanitary regulations and all other Ordinances or regulations of the TOWNSHIP, COUNTY OF ROSCOMMON, STATE OF MICHIGAN and any other governmental authority having jurisdiction over the Community Park premises.
17. Waiver. Waiver of a violation of any of the foregoing terms and provisions shall not be construed as a waiver of any subsequent violation or violations.
18. 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.

19. Construction. This permit shall be construed and interpreted according to the laws of the State of Michigan.
20. 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 assignees.
21. Rules and Regulations. The PERMITTEE agrees to comply with the terms and conditions of this permit and the rules and regulations governing use of the Community Park facilities attached hereto and incorporated herein and such other reasonable regulations as the TOWNSHIP may publish, post and/or distribute from time to time.
22. Waiting List. Gerrish Township will maintain a waiting list of those individuals wishing to rent slips. A non-refundable application fee of \$25.00 must be paid in advance with a registration form. Slips will be assigned on a first come-first serve basis. If a slip is turned down, then a reapplication fee of \$25.00 would apply and they would go to the bottom of the waiting list.

GERRISH TOWNSHIP REPRESENTATIVE

DATE

BOAT OWNER

DATE

Gerrish Township Offices
2997 E. Higgins Lake Drive
Roscommon, MI 48653
989-821-9313

Police: 989-821-5207 or 911

Fire/EMS: 911