



10367 N. Cedar Dr. Grand Haven MI 49417

Ph (616) 842-1078 Fax (616) 842-1419

Email southerngrand@tds.net

2011 Dockage Contract

This agreement made on this ____ day of ____ 2011 by and between Southern Grand Marina LLC of 10367 N Cedar Dr., Grand Haven MI 49417 hereinafter referred to as "Lesser" and

Lessee's Name _____

Hereinafter referred to as "Lessee"

Street Address _____

City _____ State _____ Zip _____

Boat Name _____ Length _____ MC# _____

Email address _____

Phone (____) _____ Work Phone (____) _____

Boat Insurance _____

That, subject to the terms and conditions hereinafter set forth, the lesser hereby leases unto the lessee dockage space on the premises of Southern Grand Marina LLC.

- 1.) This agreement is for dockage space only, space to be used at the sole risk of the lessee. The lesser is not responsible for damage of any kind to property of any kind stored within such space, whether it be boat contents, gear, equipment, or otherwise.
- 2.) Lessee shall pay lesser \$40.00 per length foot (minimum of \$800.) for lessee's boat occupying said space for a period running from May 1 to Oct 15. Lesser reserves the right to terminate this dockage agreement with lessee at any time with refund of prorated dockage fee for any reason or no reason at all.
- 3.) **Full amount of dockage must be paid and this contract received by May 1.**
- 4.) Lessee agrees to comply with all posted rules and regulations and must provide insurance coverage on his/her boat or other property occupying the dockage space therein.
- 5.) Lessee agrees to assume the risk of loss to lessee's boat or other property occupying the dockage space therein.
- 6.) All property of any kind that may be on the premises during the continuance of the lease shall be at the risk of the lessee. The lesser shall not be liable to lessee, or any other person, for any injury, loss, or damage to property or any person on the premises.
- 7.) Lesser shall be held harmless for any accident, injury, or destruction to property caused through no active fault of the lesser.

- 8.) No warranty as to the condition of walks, ramps, or other equipment is made and lesser shall not be held responsible for injuries to persons or other property occurring therein.
- 9.) Lessee and his/her insurer agree to waive any rights of subrogation against lesser.
- 10.) If any provisions of the agreement are, or become invalid under any governmental law, regulations, or order, such invalidly shall in no way be interpreted as to avoid invalidly, it shall be so interpreted.
- 11.) Boats with air conditioners are \$100. more per season. (excludes live-ons)
- 12.) Live-ons will pay \$300. for electric for the season.
- 13.) Parking nearest slips is for customers only. Only one car per family allowed. Please have all guests park on the hill.
- 14.) **To reserve your slip for this season, a \$400. deposit must be received by March 1. Past due accounts must be paid before a deposit will be accepted and the slip reserved. No slip will be reserved if deposit and contract are not received by Mar 1.**
- 15.) Please place all umbrellas, chairs, etc. on walkways when leaving. (for lawn mowing purposes)
- 16.) Pets are allowed. Pet owners are responsible for cleaning up after the pet, and all pets must be kept on a leash and attended to at all times.
- 17.) There is a \$1300. minimum charge for river dock slips #1 thru #7, #32, #33, #34 and a minimum of \$1100. for slip #35 thru #57.
- 18.) Please take all trailers off premises or arrange to have stored for summer at a \$75.00 fee
- 19.) No dingy will be allowed to be tied floating behind boats. All dingys must be secured on boat.
- 20.) No boats allowed tied behind boats.
- 21.) No homemade dock boxes are allowed.
- 22.) Dock boxes must not be larger than 32" wide x 32" high x 52" long.
- 23.) No electrical devices will be allowed to be left plugged in other than appliances on boat.
- 24.) Pool is reserved for slip renters and their guests use only. No street clothes are allowed to be worn as swimming suits in pool. No food or glass beverage containers in pool area.
- 25.) Notice of Lien: Southern Grand Marina, LLC shall be entitled to a possessory lien on said boat and/or equipment for any and all monies owed by the Owner to Southern Grand Marina, LLC for said charges, work performed, services rendered and materials furnished to the Owner, his boat or the boat's equipment. Southern Grand Marina LLC may refuse to permit any stored items to be removed from Southern Grand Marina LLC premises until all the terms and conditions of this Agreement have been met. Such possessory lien may be enforced in accordance with Public Act No. 362 of 1998. Southern Grand Marina LLC shall also have a maritime lien upon the boat, engines, gear, equipment and appurtenances to secure payment for any and all services and materials supplied to owner by Southern Grand Marina LLC during the term of this Agreement.

Lessee

date

Todd TenBrink
Lesser, Southern Grand Marina, LLC