

PORT SUTTON MARINA SLIP RENTAL AGREEMENT

This Slip Rental Agreement (“Agreement”) is entered into and effective on this ____ day of _____, 20____ by and between Port Sutton Marina, LLC, d/b/a Suttons Bay Yacht Club Marina (“Landlord”), whose address is C/O SCHMIDT-ROGERS MANAGEMENT, LLC, 996 Garfield Woods Dr., Ste. D, Traverse City, MI, 49686. E-Mail: Kama Roux kama@schmidtmanagement.com

And the below named Renter.

Renter: Name: _____

Address: _____

City, State, zip: _____

Telephone Numbers: Home: _____ Work: _____

Cell: _____

E-Mail Address: _____

Emergency Contact: _____

Vessel Name (if applicable): _____

Year: _____ Make: _____ Power___ Sail___ PWC___

Registration #: _____ State where registered: _____

Length per State Registration: _____

Length Overall (LOA) including bowsprits, pulpits, platforms and accessory craft: _____
(Subject to Landlord verification.)

Beam: _____ Draft: _____

Electric: 30 amp _____ 50 amp_____

Slip number: _____ (if not included, to be added by Landlord)

The parties hereto agree as follows:

1. **Vessel Suitable.** Renter hereby represents and warrants that his/her vessel (the “Vessel”) is suitable in size and type for the assigned rental slip according to the standards of the Suttons Bay Yacht Club Marina (the “Marina”) and that the Vessel is capable of safely navigating the depths of the waters in the Marina.
2. **Rent.** Seasonal Rent: 32' Slip - \$3,696.00 42' Slip - \$4,851.00 PWC Port - \$525.00
The registered length permitted in a 32' slip is limited to 35'. The registered length in a 42' slip is limited to 46' except that management may grant a waiver for 42' slips, with the Renter paying an additional fee of \$100 per foot based on LOA.

3. **Term & Slip Assignment.** Subject to payment of the seasonal rent set forth above and in full compliance with all terms and conditions set forth below, Landlord hereby agrees that the above identified Renter may dock the above identified Vessel **only** in slip unit # _____ (the "slip") in the Marina during the period of May 15, 2024 through October 15, 2024. (If slip unit # is not included, the slip unit # will be added by Landlord)

Because Port Sutton Marina, LLC is located within and owned by Port Sutton Community condominium owners, priority in slip rental is given to condominium owners. Everyone desiring to rent a slip should submit a slip rental agreement and payment by January 15th. Slips will be assigned by the following priority:

1. Port Sutton Community Owners submitting agreement with payment by January 15th.
2. Previous season slip renters submitting agreement with payment by January 15th. Priority in assigning slips is given to previous season non-condominium renters using their seniority (continuous years of rental).
3. Port Sutton Community Owners applying after January 15th.
4. Persons on waiting list with priority by date added to list and then submitting agreement with payment in a timely manner.

The size of the requested slip will also be a factor in availability. Note that submitting a slip rental agreement and payment does not guarantee a slip since they are assigned by the priorities listed above.

Note that checks will not be deposited until slip availability is confirmed. Rent is payable in full with the submission of this Agreement and in any event before Renter brings his/her Vessel into the Marina.

4. **Compliance.** Renter acknowledges that the use and enjoyment of the assigned slip and certain adjacent facilities (as described below) are subject to the rules, regulations and restrictions of the Port Sutton Community (the "Community") and those established by the Landlord. Renter agrees to fully comply with all rules, regulations and restrictions affecting the slip. Renter agrees and acknowledges that in the event Renter or anyone entering the Marina in connection with Renter's use of the subject slip fails to comply with the said rules, regulations and restrictions, such violation may result in Renter forfeiting all rights under this Agreement including all rents paid to Landlord.

Renter will not cause any unnecessary wear, tear, disturbance or nuisance on or about the docks or Marina. Renter will keep the docks and Marina facilities free and clear of obstructions and will deposit all rubbish and garbage in containers provided by Landlord. Renter agrees not to discard anything into the water. Renter shall be solely responsible for the conduct and actions of Renter's guests, licensees, contractors and invitees.

All vessels must have exhaust attenuation which limits noise to a maximum of 86 decibels on the "A" scale, measured at fifty feet. Sail vessel halyards shall be restrained to prevent objectionable noise resulting from slapping against the mast. Personal property, vessel equipment and supplies shall not be stored or left on the docks (unless wholly contained within the supplied dock box) or premises without written permission from the Landlord. Bicycles and other wheeled conveyances shall be stored in the racks provided near the shed and not used on the piers. An electrical outlet is provided for connecting chargers.

5. **Access to Slip.** The Marina is open from May 15th to October 15th. Renter acknowledges that the Landlord retains the right to access the slip at any time for maintenance, repair and replacement.

6. **Modifications to Slip or Dock.** No modifications of any kind are permitted unless approved in advance, in writing by the Landlord. This restriction includes but is not limited to, boarding aid devices (such as steps and ladders). Use of any existing boarding devices, including any approved by Landlord, shall be solely at Renter's own risk as shall be the use of any other type of boarding aid devices.
7. **Renter Liability.** Renter acknowledges that he/she has inspected the assigned dock space and accepts it in an "as is" condition. Renter agrees to waive any claims against the Marina, its managers, members, employees and contractors for any loss or damage to the renter's person, vessel, contents or associated property. Renter hereby agrees to indemnify and hold harmless the Marina, its managers, members, employees and contractors from any and all claims or suits for property loss or personal injury of any kind arising out of the use of the marina property or facilities made available to the renter and guests. Renter agrees to reimburse the Marina for all attorney fees and costs incurred by reason of the renter's failure to honor the indemnity provision above.
8. **Insurance:** Renter shall carry liability insurance insuring against injuries or damage to persons or property applicable to Renter's (and guest) activities in renting and using the slip and in using the Vessel with limits not less than \$500,000.00. Renter shall provide proof of insurance (copy of certificate) to Landlord by the date of occupancy. Renter shall also carry casualty insurance insuring the Vessel and its contents against loss or damage.
9. **Parking:** No equipment, trailer, cradles, motor home, camper, or other vehicle of any kind may be parked or stored on Community or Marina property without written permission from the Landlord, except that a single personal passenger car, SUV, pick-up truck or similar personal motor vehicle may be parked in the designated lot west of M-22 without any additional Landlord approval. Renter agrees to abide by such parking rules and regulations as may be adopted by the Landlord from time to time. Renter further agrees that Landlord may cause any improperly parked vehicle to be removed at Renter's sole cost and risk.
10. **Damage to Docks and Vessels:** Damage caused to other vessels or docks by Renter's Vessel will be the responsibility of Renter. Cleats are provided on docks and are the preferred method of securing vessel to dock. Poles are not designed for attaching dock lines.
11. **Electricity:** Heaters, air conditioners and other electrical appliances that consume significant amounts of electricity are subject to such surcharges as the Landlord may from time to time establish.
12. **Fire Safety:** Use of electric, solid or liquid fuel heaters, barbecue grills or open flames on the docks or piers is prohibited. A community barbecue grill is provided for the non-exclusive use of Renters. Renter agrees not to place or store gasoline or fuel in the Vessel or any dockage or storage except that contained in the fuel tank(s) specifically designed to hold gas or fuel aboard the Vessel. Renter further agrees not to deliver or to permit others to deliver any fuel into the tank of the Vessel from tanker trucks or by any other method of delivery while said Vessel is on Marina premises. Fueling or pump outs are not provided or permitted by Landlord. Fire extinguishers are provided at intervals around the marina. Please familiarize yourself with locations and remember to call 911 in case of any fire.

13. **Removal from Premises:** Renter shall remove his/her Vessel from the slip no later than the expiration of this Agreement. If Vessel is not removed by such date, Renter shall pay additional dockage at prevailing transient rates, and Landlord and its agents shall have the right to remove the Vessel at renter's expense.
14. **Dock Lines:** Renter shall furnish such number of dock lines in good condition and of the proper size and strength as may be required to safely secure the Vessel. Unsafe dock lines may be replaced by Landlord or its agents at Renter's expense. Use the provided cleats rather than the dock posts for securing vessel.
15. **Alterations:** Renter shall not make any additions, deletions or modifications to the docks or other facilities of either the Community or the Marina.
16. **Outside Labor:** Renter shall not permit any person or entity to enter upon the premises for business purposes to perform any labor on the Vessel, unless that person or entity meets the Landlord's requirements regarding indemnity and insurance.
17. **Signs:** No signs, nameplates (except the name of the Vessel affixed to the hull) or other advertising or descriptive devices shall be displayed on the Vessel or docks, including "For Rent" or "For Sale" signs, without the prior written consent of the Landlord.
18. **Fish Cleaning:** Renter and Renter's guests shall not be permitted to clean fish or dispose of fish remains in the Marina or its trash containers.
19. **Commercial Activities:** No fishing charter, vessel excursions, freight or passenger transportation, or other commercial enterprise is permitted from any slip.
20. **Pets:** No animal shall be kept without the prior written consent of the Landlord which may be revoked for failure to observe these regulations. Please describe any pets for which Landlord consent is requested.

Breed: _____ Weight: _____

Pets shall have such care and restraint as not to be obnoxious on account of noise, odor, or unsanitary conditions. Pets must be on a leash, except when on boat, and must always be attended by a responsible person. Renter agrees to indemnify and hold harmless Landlord for any and all loss, damage or liability arising from the presence of any such animal.

Dog walking is allowed only in the grass area between the rock retaining wall and the dock boxes on the west side of marina. All pet waste must be bagged and deposited in trash containers.

21. **Designated Facilities:** Subject to Community rules and regulations, Renter and family are invited to use: (a) the Community private baths and laundry facilities specifically designated for slip renters and their families, and (b) the Community beach area immediately adjacent to the south end of the Marina (use of the beach area to the north of the Marina is not permitted). The Renter has the use of said facilities and the south beach area only through the length of the contract and no off-season use is permitted.

22. **Rules and Regulations:** Renter acknowledges and agrees that the Landlord may from time to time amend or repeal such rules and regulations pertaining to use of the Marina and its related facilities, and the operation and occupancy of the vessels therein as it determines to be appropriate in the sole and exclusive exercise of its discretion. Renter agrees to review all such rules and regulations and abide by them.
23. **Subletting:** Renter's rights under this Agreement and rights to the slip may not be sublet by Renter without the prior written approval of Landlord. If Renter desires to sublet his/her assigned slip, Renter must first complete an assignment/sublet request form and proof of insurance from the proposed sub-renter and a fee of \$100 to obtain the written consent of Landlord. Any other financial dealings are between the Renter and the sub-letter. Renter remains responsible for all requirements and conditions of the Rental Agreement.
24. **Assignments:** Renter's rights under this Agreement and rights to the slip may not be assigned by Renter without the prior written approval of Landlord. If Renter decides to terminate his/her rental agreement prior to the end of the season, and a replacement Renter can be found, a refund will be given to Renter based on a proration formula and the following terms:
- The original Renter will receive a refund equal to the rental charged to the new Renter less 4% of the original lease payment if they find the new Renter.
The original Renter will receive a refund equal to the rental charged to the new Renter less 5% of the original lease payment if Landlord finds the new Renter.
25. **Modification:** This Agreement may be modified only in writing and signed by both Landlord and Renter.
26. **Entire Agreement:** This document constitutes the entire agreement between Renter and Landlord concerning the rental and use of the slip and supersedes all prior negotiations, discussions or agreements on those subjects.

Signatures on following page:

Landlord: Port Sutton Marina, LLC (d/b/a Suttons Bay Yacht Club Marina)

Date: _____ By: _____

Print Name: _____

Renter:

Date: _____ By: _____

Print Name: _____