S U N D O G

 HARRISON TOWNSHIP, MI 48045

 M A R I N A

31785 S. RIVER RD HARRISON TWP MI.48045

(586)468-5400 FAX:(586)468-7071

 **SUMMER STORAGE LICENSE CONTRACT**

 (THIS IS NOT A BAILMENT)

**OWNER**  **BOAT**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name:** **Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Address:** **Name:**  **Year: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**City, State:** **MC: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Boat Well: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Home/ Cell Phone : Trailer Sticker: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Email: Storage Fee: Deposit: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**OWNER AGREES AND ACKNOWLEDGES:**

1. To occupy the Boat Well for the purpose of storing the above described boat, and for no other purpose, for the summer season which starts May 1st and ends October 31st. This contract does not create a bailment, nor is owner hereby granted any estate in realty. This contract is intended to be a license to store the boat only.

2. To pay a deposit of 50% upon signing this contract. The balance of Summer Storage Fee is due on May 1st or when storage commences.

3. No refund or rebate will be made after March 15th. That the dock water will be shut off October 15th.

4. To keep the space provided in neat and orderly condition and free from anything which is a fire hazard; not to place or store gasoline in the boat well provided, except for gas contained in the boat's gas tank; to strictly comply with all police, fire, sanitary regulations, ordinances of Harrison Township and the laws of the State of Michigan while in and about the property of Sundog Marina.

5. To assume full responsibility for the actions and conduct of his family, friends, guests and pets while on or about the property of Sundog Marina: To keep dogs on a leash at all times while on or about the property of Sundog Marina.

6. That neither this contract nor the Boat Well may be assigned, exchanged, sublet, rented or otherwise transferred without the prior written agreement of Sundog Marina. To notify Sundog Marina in writing of any change in ownership or status. Such written notice will not relive owner of his obligation hereunder.

7. The boat will not be worked on or serviced on any day between the hours of 8:00 p.m. and 8:00 a.m. without first obtaining the permission of Sundog Marina, which shall not be unreasonably withheld. No person shall perform any work on owner's boat other than the owner or owner's full time captain unless and until: a) Owner notifies Sundog Marina of 1) the nature of the work to be perform in such work; and 2) the starting time and approximate duration of the work to be performed, and 3) the identity of the person who will be performing such work; and by the person performing the work registers his presence with Sundog Marina and 2) submits evidence of insurance satisfactory to Sundog Marina establishing that he has appropriate work’s compensation insurance, automobile liability and property damage Insurance, and general liability and property damage insurance all with per occurrence limits of at least. 1,000,000.00. It shall be his sole responsibility to protect other boats and all other property stored or located on the premises from damage resulting from work being performed in, on, or around owner's boat. Owner acknowledges that any outside labor that he has retained and independent contractor. Sundog Marina will under no circumstances, be responsible for damage to the boat or anything contained thereon, or forinjuries to owner, his agent, family, relative, or to anyone invited onto the boat, which damage or injury are directly or indirectly connected with the work performed by an independent contractor.

8. Sundog Marina will under no circumstances, be responsible for loss or damaged to the boat by fire, water, wind, power failure, theft, civil disturbances, acts of God, freezing or ice conditions, further, Sundog Marina will not be responsible for personal injury to owner or his agent, family, relatives, or to anyone on the boat or premises, nor will Sundog Marina be responsible for loss of articles, gear, accessories and equipment that may be left on the boat or anywhere on the premises; and Owner hereby expressly releases Sundog Marina and waives all rights and claims against it for loses, damages or injury sustained by him or his property while on the premises of Sundog Marina; and hereby agrees to save Sundog Marina harmless from any and all liability arising from loss, injury, or damage to persons or property who or which owner or his agent, his family or relatives may invite or bring on the premises, as well as all costs and expenses which Sundog Marina may incur in connection therewith, including but not limited to actual attorney's fees.

 **NOTICE TO OWNER/AGENT:**

**DO NOT SIGN THIS AGREEMENT BEFORE YOU READ ALL TERMS ON ALL PAGES OR IF IT CONTAINS BLANK SPACES. YOU MAY PREPAY ALL, OR ANY PORTION, OF THE BALANCE OF THIS ACCOUNT AT ANY TIME. YOU ARE ENTILTLED TO A COPY OF ANY AGREEMENT YOU SIGN. OWNER/AGENT ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THIS AGREEMENT.**

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ MARINA SIGNATURE DATE

9. To be solely responsible for the boat from the time it has been launched, until it is removed and stored for the winter, including inspection of the boat from time to time to ascertain whether or not it is taking on water. Owner shall be solely responsible to keep the boat locked and secure. Owner understands that no guard or security services provided and that he bears all risks from theft.

10. If he desires to sell the boat, he will personally conduct the perspective purchaser onto the premises and at no time shall any prospective purchased be on the premises unattended; further, he will not display on or near the boat “for sale” sign and he shall be solely responsible for any and all damage or injury to and/or cause by a perspective purchaser while on the premises.

11. In the event Owner permits his boat to become in disrepair or to have an appearance of disarray or unsightliness or in the event he, his agent, family, relatives or invitee of his shall fail to comply with or perform any of the material conditions or agreements herein undertaken, or in the event of any disorderly conduct or unruly or noisy activity on the dock or on any boat which may cause injury or discomfort to any other boat owner or persons, or if Sundog Marina rules and regulations are breached by the owner, his family, relative, agents, friends, guests or pets or anyone else the may invite onto Sundog Marina's property; Sundog Marina shall have the right to terminate this agreement and, after the expiration of ten (10) days from the date of a mailing to Owner at the address shown on the front hereof of a notice to vacate the well, Sundog Marina shall have the right , at the sole risk to Owner, to remove the boat to such other location, including land storage, As Sundog Marina deems to be appropriate; provided Sundog Marina takes reasonable precautions to prevent damage. Furthermore, Sundog Marina is unable to rte-license the space, and as liquidated damages caused by the breach of this contract.

12. In the event the boat well provided hereunder has a separate electric meter, Owner agrees to pay the electricity used by him as reflected on said meter, monthly upon being billed by Sundog Marina.

13. *Michigan Marina and Boatyard Storage Lien Act (MCL 570.371 et seq.).* Sundog Marina shall be entitled to possessory lien on the property stored at its facilities for storage, rent labor, materials, supplies and utilities furnished to the owner; his boat, or boat equipment. Sundog Marina may refuse to permit any items to be removed from Sundog Marina any time there is unpaid charges due and owing. Sundog Marina may also remove the boat from the well and store it on land until said charges are paid in full; all at the sole risk of owner, provided Sundog Marina take reasonable precautions to prevent undue damage.

14. Any controversy or claim arising out of or relating to this contract or the breach thereof shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof.

15. That the Summer Dockage fee, less the deposit paid upon signing this contract, is due and payable in full by May 1st . To compensate Sundog Marina for additional administrative, collection, and other costs and damages incurred in the event of Owners’ delinquency in this payment obligation, Owner agrees that Sundog Marina shall be entitled to collect, and owner shall be obligated to pay, a late charge. Such late charge shall be equal to 1.5% of such amount of the summer dockage fee remaining unpaid by May 1st and remaining unpaid on the first day of each month thereafter until paid in full. Payment by owner of stipulated late charges shall not entitle owner to defer payment in full beyond May 1st or cure the default arising from failure to do so.

16. This agreement shall be interpreted under and in accordance with the laws of the State of Michigan, and nothing contained herein shall be construed as a waiver of any rights Sundog Marina may have. All pronouns used herein shall be construed to be masculine, feminine or neuter, as the context shall require. If any portion of this contract is deemed invalid or unenforceable, than to the extent possible, all other parts of this contract shall be interpreted so as to be enforceable, and the same shall remain in full force and effect. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

17. The Owner shall be solely responsible during the period of storage or dockage on Sundog Marina premises for the security, care and condition of the Owner's boat and all equipment thereon including cradle and boat covers and the said boat shall be fully insured by the Owner for loss and damage to the boat and for liability with respect to persons and property and evidence of such insurance shall be furnished to Sundog Marina upon request.

18. Sundog Marina shall have the right to use the boat well or let transient boaters use the well at such times that the well is vacant and unused by the owner.

19Owner acknowledges receipt of a copy of customs and rules of Sundog Marina and agrees to comply therewith and with any amendment thereto as may be posted upon the marina premises.

20. In the event Owner shall breach any term, covenant or condition of this contract and Sundog Marina shall retain legal counsel in order to protect or assert its rights hereunder than in addition to any and all other rights and remedies herein set forth or otherwise provided by law, Sundog Marina shall be entitled to receive from owner any and all costs, expenses and actual attorney fees incurred by Sundog Marina in connection with protecting or asserting its rights regardless of whether or not it is necessary to commence legal proceedings against Owner.

21. Owner understands that this storage contract is subject to the terms of a Lease Agreement between Sundog Marina and the titleholder of the premises. Nothing in this contract should be construed as creating any rights in Owner against the premises or the titleholder of the premises and in the event Owner is notified by titleholder that Sundog Marina is in default of the Lease Agreement, all sums due or to become due under this contract shall be paid by Owner directly to the titleholder, its assigns or designee, in fulfillment of Owner's obligations under this contract.

22. *Statute of Limitations*. The statute of limitations applicable to all claims arising under the Contract shall be one-year from the date the claim accrues.

23. *Waiver and Amendment*. All modifications to this agreement and all waivers of any of the provisions of this agreement, to be effective, shall be in writing and signed by both parties.

24. *Facsimile Execution*. The parties agree that Signatures on this Agreement, as well as any other documents to be executed under this agreement, may be delivered by facsimile in lieu of an original signature and agree to be bound by this provision.

25. *Whole Agreement.* This agreement reflects the entire agreement between the parties and no other representations or inducement, verbal or written, has been made which is not set forth herein.

26. No fish cleaning is allowed on the Marina docks or premises. All fish remains must be sealed in plastic bags and disposed of in appropriate trash containers.