



# CEDARVILLE MARINE

## 2019 TRANSIENT SLIP RENTAL AGREEMENT

Date: \_\_\_\_\_

This agreement for the transient rental of a boat slip ("The Slip") for a boat / PWC ("The Vessel") between Flotation Docking Systems, Inc. DBA Cedarville Marine ("CM") and The Owner/Additional Crew ("The Owner") is subject to the Slip Rental Terms & Conditions and Marina Rules on the following page two pages, which The Owner has carefully read and acknowledges.

### Contact Information:

Full Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
Mobile Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

### Additional Crew:

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

### Equipment Information:

Type of Vessel: \_\_\_\_\_  
Name (if applicable): \_\_\_\_\_  
Make: \_\_\_\_\_  
Model: \_\_\_\_\_  
Year: \_\_\_\_\_  
Registration #: \_\_\_\_\_

### Transient Dockage Rates:

Vessels 20' & Under:      \$20.00 per day  
Vessels over 20':         \$1.50 plf (based on OAL)  
Pumpout:                     \$10.00

*Note: All slips include 30A electrical service & water. 50' slips (if available) include 50A electrical service.*

### Additional Notes:

1. CM will not accept incomplete and/or unsigned agreements.
2. This agreement shall be in effect from the date of which CM receives an executed copy to the date The Vessel departs CM facilities.
3. CM will not assign The Slip until The Owner has paid any / all slip rental fees in full.
4. The Owner has read and agrees to page one 2019 Transient Slip Rental Agreement, and page two Terms and Conditions, and page three Marina Rules.

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CM Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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## SLIP RENTAL TERMS AND CONDITIONS

- Entire Agreement:** The terms and conditions of this agreement, in its entirety, without exception, shall act as a binding agreement between CM and The Owner, and shall extend to any other agent or entity (excluding transferees) acting under the direction, control, or on behalf of either party.
- Severability:** The invalidity or unenforceability of any provision of this agreement shall not affect the other provisions hereof, and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- Damage Mitigation:** In the event of an emergency or threat to safety or security, The Owner authorizes CM but does not obligate CM to attempt appropriate measures to mitigate damages to The Vessel, The Slip, other Equipment, and CM's property and environs. The Owner agrees to pay CM its reasonable charges for mitigation attempts.
- Bailment:** This agreement does not create (nor do the parties intend to create) a bailment of The Vessel. This agreement is for the rental of a mooring space by The Owner for The Vessel. There is neither temporary nor permanent control or dominion exercised by CM over The Vessel. The Slip shall be used at the sole risk of The Owner.
- Maintenance:** During the time of this agreement, CM may, at its sole discretion, allow The Owner to work on The Vessel. If The Owner desires work on The Vessel of a nature not offered by CM, The Owner's outside contractor providing that type of work may be granted access by CM (at its sole discretion), provided the outside contractor first provides a Certificate of Insurance satisfactory to CM, naming CM an additional insured. The Owner acknowledges that the outside contractor's insurance does not absolve The Owner of responsibility for injuries or damages arising from the outside contractor.
- Breach of Contract:** A breach of contract is considered to have occurred when one party has acted in a manner inconsistent with this agreement. In the event that a breach of contract were to occur, the breaching party may not sue or take any legal action against the non-breaching party.
- Negligence Exclusion:** The Owner acknowledges that he/she is responsible for The Vessel and any persons brought or invited to CM facilities by The Owner. The Owner understands that CM shall not be held in breach of contract or considered negligent for any dollar damages due to (a) injury to persons, including death, or (b) damage to any property including The Vessel and its contents. This exclusion of any claim by The Owner and The Owner's invitees for breach of contract or negligence includes any incident arising in any way from this agreement or of The Vessel at CM, regardless of whether caused by CM or its agents' acts or omissions, wind, rain, snow/ice, flood, sinking, fire, spillage, power outage, structural or mechanical failure, theft, vandalism, or any other event.
- Indemnification:** The Owner agrees to forever indemnify and hold harmless CM and its employees/agents against any and all claims, suits, actions, torts, legal or administrative proceedings, demands, judgments, liabilities, attorney/arbitrator fees, and expenses of any nature (or claims thereof) arising out of misuse, injury, death, damage, loss, negligence (not amounting to gross negligence), breach, or any other matter as it pertains to this agreement.
- Extension:** The Owner acknowledges that this agreement's provisions shall extend to periods before and after the dates listed herein (or verbally agreed upon heretofore) if The Vessel is present at CM, providing that no other *written* agreement has been executed.
- Transfers:** This agreement is not transferable or assignable by The Owner.
- Slip Assignment:** The Owner agrees to only use his / her assigned slip. CM reserves the right to reassign slips at any point for the duration of the agreement at its sole discretion.
- Payment:** Payment for slip rental in accordance with the rates established on page 1 of this agreement along with charges for any additional work such as bottom washing, cleaning, and/or any other CM yard service shall all be due upon billing to The Owner.
- Liens:** The Owner agrees that any unpaid amounts owed to CM constitute a maritime lien on The Vessel, its appurtenances, and contents in favor of CM. Unpaid amounts shall include (but not be limited to) rental of The Slip as specified under the previous section, additional services provided by CM to The Vessel, and damage to persons or property (without limits). The Owner agrees to pay for CM's reasonable attorneys or fees and costs incurred in enforcing the provisions of this section.
- Disputes:** Any breach or dispute arising out of this agreement that cannot be solved through non-binding means shall be settled by arbitration. The Owner and CM agree that they are not allowed to litigate any disputes regarding this contract. The arbitration shall be held in accordance with the American Arbitration Association rules and regulations and an arbitrator shall be selected who has substantial experience regarding the nature of the dispute. Hearings shall be tried under State of Michigan Law and occur in St. Ignace, Michigan or Sault Ste. Marie, Michigan.



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## MARINA RULES

- Storage on Docks:** The Owner shall not affix, store, or place supplies, bikes, equipment, dinghies, kayaks, unapproved decorative items, debris or any other item(s) on piers, docks, or pilings. The Owner shall not construct or place any lockers, chests, storage cabinets, or similar structures on piers, docks, or pilings. No loose items of any kind may be stored anywhere other than The Owner's vessel. CM reserves the right to remove any item to preserve the safety and aesthetics of the property.
- Noise:** Noise shall be kept at a minimum at all times. The Owner shall use discretion when operating engines, radios, television sets, or socializing aboard The Vessel and on CM property etc. so as to not create a nuisance or disturbance to others. Socializing aboard The Vessel or on CM property must not cause a disturbance to others.
- Cords:** Only marine power cords are acceptable for shore to vessel connection, and must be maintained in safe working order. The Owner may not use or connect any modified power cords. All water hoses and power cords must be maintained on The Owner's vessel or on a designated holder, and may not be run across docks or piers.
- Swimming:** **Swimming within any marina basin is extremely dangerous and potentially deadly. All swimming within the CM marina basin is strictly prohibited.**
- Fishing:** Fishing within the CM marina basin is prohibited.
- Garbage:** CM offers trash disposal service for a fee of \$5.00 per bag. The Owner agrees to notify CM staff of each bag he/she leaves in the designated trash disposal area. Garbage, refuse, waste, oil, fuel, solvents, and/or other flammable or toxic chemicals shall never be disposed of into the Marina's water. The Owner shall contact CM if he/she needs to dispose of fuel, solvents, etc. Under no circumstances will The Owner vacate a head or holding tank within the CM marina basin.
- Fixtures:** The Owner shall not affix or attach by screws, nails, bolts, or any other method, any article, fixture, or equipment to piers or docks without prior written permission of CM.
- Freight:** The Owner may have packages shipped to/from CM for a fee \$1.50 per package plus freight fees.
- Electrical Outages:** CM shall not be held responsible for electrical interruptions or outages, or the results/damages there from.
- Weather Safety:** The Owner assumes all responsibilities for the proper positioning, tie-up, and checking of The Vessel under all circumstances, including bailing out The Vessel.
- Assigned Slip:** The Owner shall not allow any vessel other than his/her own to occupy The Slip, nor shall The Owner occupy any other slip without express written consent of CM.
- Checking Out:** Prior to departing, The Owner shall report to the CM office and settle his/her bill.
- Violations:** Violations of Marina Rules as indicated on this page shall justify grounds for immediate removal of The Vessel and termination of this agreement at the sole discretion of CM. Violation of any local, state, or federal law shall be cause for CM to immediately terminate this agreement and exclude The Owner and The Vessel from CM property.
- Changes of Rules:** CM reserves the right to amend or make additions to/deletions from the Marina Rules as indicated on this page, as it deems necessary. Sufficient notice will be given to The Owner by providing a copy of the Updated Marina rules to The Owner.
- Electrical Hookup:** CM may disallow The Owner from using shore power in the event that The Vessel trips any portion of CM's electrical system at any point in time.



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