

# B & B INVESTMENT PROPERTIES LLC aka RIVER BEND MARINA

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## SUMMER DOCKAGE AND STORAGE AGREEMENT TERMS AND CONDITIONS ENVIRONMENTAL RULES

By checking the box labeled "I have read and agree to the terms and conditions" with the adjacent column stating "SUMMER DOCKAGE STORAGE AGREEMENT". Lessee agrees to the terms and conditions stated in this agreement.

Lessee agrees to dock/ store the boat described as listed in the form titled; SUMMER DOCKAGE STORAGE AGREEMENT submitted via the website of www.riverbendmarina.com subject to the following terms and conditions listed in this agreement. This agreement is printed and published on the above mentioned website. This agreement should be printed by the Lessee on the date is agreed upon and may be removed by the Lessor at anytime.

This agreement covers summer dockage/storage for the period of May 1st to October 1. This agreement for dockage/storage and services made by and between B&B Investment Properties LLC aka River Bend Marina herein referred to as Lessor and the customer herein referred to as Lessee.

- 1. This agreement is binding after initial deposit has been received.**
- 2. Balance due March 31. Boat is not allowed in slip or storage area until balance is paid in full.**
- 3. The agreement titled "SUMMER DOCKAGE STORAGE AGREEMENT" has been submitted with the box labeled "I have read and agree to the terms and conditions" check marked.**

I HAVE READ THE CONDITIONS AND REGULATIONS GOVERNING STORAGE AND AGREE TO ALL TERMS AND CONDITIONS. I ACKNOWLEDGE I MAY PRINT AN EXACT COPY OF THIS AGREEMENT WHICH IS PUBLISHED ON THE WEBSITE.

Lessee further agrees to all the "terms and conditions" Listed below.

Summer Dockage/Storage starts May 1st and ends October 1st. Any boat left in dry storage after contract date is subject to 10.00 per day charge. It is the owners responsibility to have boat winterized.

Lessee has examined the property and the said space and all adjacent spaces and that the condition of the same is accepted by the Lessee as is and that no warranties are made by the Lessor as to the condition of said space or adjacent spaces.

This contract and any rights granted herein to the Lessee shall not be assigned or transferred without the written consent of the Lessor.

Lessor does not assume any responsibility or liability to the lessee for any loss or damage to the said boat or any other personal property or contents thereof placed with Lessor of dockage, storage, sales, repairs, or testing or any other purpose whatsoever or brought on the premises by or for the benefit of Lessee, or his invitees or licenses caused by Act of God, explosion, fire, water, wind, theft, malicious mischief, civil commotion, collision or upset, that the Lessor does not assume any responsibility or liability for any personal injuries to Lessee, members of his family, our invitees or licenses of the Lessee while on the Lessors premises or within the boundaries of Lessor's property, and that the Lessee shall save the Lessor from any and all liability arising from loss, injury, or damage to persons or property who or which the Lessee may invite or bring on the Lessors premises including claims for loss, injury or damage to persons or property asserted by a third party and arising from the negligence or fault of the Lessee.

The Lessee and or boat owner waive all rights of subrogation and fully agrees and releases Lessor from any liability for loss or damage to the boat, under any circumstances, including any negligent acts or omissions by the Lessor or its personnel.

Lessee agrees that Lessor shall have a promissory and/or maritime lien on stored items that the said Lessor shall have the right to refuse to launch any boat or deliver any item or refuse to permit them to be removed from the premises until all of the terms and conditions of this agreement have been fulfilled.

Hours of operation will be posted.

Lessee agrees to exercise discretion and consideration in keeping the allotted space in a clean, uncluttered condition, free from anything which is a fire hazard. Lessee further agrees not to place or store gasoline in the boat or space except for the gasoline contained in the tank of the boat and that the Lessee will not deliver or permit others to deliver gasoline or other fuel into the tank of the boat from trucks directly or by any other method while said boat is on Lessors property.

Lessee agrees and is required to keep all the above designated boat covered by liability insurance. Proof thereof shall be furnished the Lessor on demand and all obligations of the Lessor to insure the boat is hereby waived by the Lessee.

Parking: Slip tenants must have additional car park behind one another. Trailer Boat Storage Tenants parking is limited to one space which is your boat space. One car is permitted to remain on the property while your boat is out. It must be parked in the space which occupies your boat.

"Live a boards" are not permitted. All overnight guests must be accompanied by lessee. Any commercial entity or charter business is not permitted to operate out of the marina.

Lessee will strictly comply with the rules and regulations that shall from time to time be posted by the Lessor for the regulations of said boat slip, boat storage space and yard and the approaches thereto and for the admission of persons and property thereto.

In the event that the Lessee or any of his invitees or licenses shall fail to comply with and perform any of the conditions or agreements herein undertaken by him, or shall fail to observe the terms and conditions or general rules and regulations posted by the Lessor from time to time for the operation of the said premises, the Lessor shall have the right to terminate all the privileges granted herein to the Lessee. No refund will be issued and payment will be forfeited. Waiver of a violation of any of the terms and provisions of this contract shall not be construed as a waiver of any subsequent violations.

Lessee agrees that while the boat is moored or stored on the Lessors premises no person or business entity will be hired or permitted to perform any labor on the boat or to make any installations of machinery or equipment thereon unless the Lessee first notifies the Lessor of the time and nature of said labor or installation and then only to the extent that the Lessee and/or the person or business entity hired or permitted to perform labor or installation of machinery or equipment agree to indemnify and hold Lessor harmless there from and to provide Lessor with proof of adequate insurance coverage naming River Bend Marina as an additional insured. Lessee or person or business entity is subject to pay a fee to access property.

Lessee agrees to reimburse Lessor for reasonable attorney fees and costs relating to a suit or other collection efforts by the Lessor against Lessee to collect any amounts due under this Contract or any amounts due and secured by the liens described in this Contract.

Lessee agrees to exercise care and caution in the operation of his boat in and out of the marina and not to create excessive wash.

In the event of emergency effecting the boat or other boats or persons or property, the Lessor, in sole discretion, reserves the right to move the boat provided that the Lessor shall not be required to provide this service. In the event such service is provided, Lessee will be billed at Lessors prevailing rates for the service rendered, posted in the Lessors office and Lessee shall be required to pay all costs incurred by Lessor on Lessees behalf. Lessee shall indemnify and hold Lessor safe and harmless from any and all liability, injury, loss, or damage caused by or resulting to Lessees boat due to an emergency situation.

Lessee agrees not to hold Lessor liable for any loss caused by any delay in launching, transporting or commissioning caused by weather or any other event beyond the control of Lessor provided said loss is not caused by the negligence of the Lessor, its agents and/or employees.

Lessor is not responsible for canvas, antennas, trim tabs, speedometer pick-ups, and any other underwater equipment and accessories.

It is mutually understood and agreed that all terms and provisions contained in this Contract are severable and that in the event any of them shall be held to be invalid by any competent Court, this Contract shall be interpreted as if such invalid term or provision or covenant were not contained in this Contract.

Lessee agrees that past due balances shall be subject to a one and one half [1 1/2] percent per month charge on the unpaid balance or fifty [\$50.00] per month, whichever is greater.

Lessor has the right to relocate boats to accommodate other boats.

Lessee is responsible for any damage to the property by himself or his invitees.

Cars illegally parked will be towed away at owners expense. All cars must be parked in designated areas.

Pavilion is available to use. No notice is necessary for any one Lessee to host a function with a maximum of eight people including the Lessees. Nine people or more require written authorization and may be charged a cleaning fee. Lessee is required to return pavilion to its original condition.

This Contract and any rights herein will be terminated should the Lessee have a dog inside the marina without a leach and an implement and bag for disposal of dog waste. Unleashed or unattended animals at the marina property will be turned over to the Animal Control Center.

There will be no loading or unloading of boats from trailers to property or vice versa. We can provide this service for a fee.

Lessor uses reasonable care in moving boats. Any bottom scratches resulting from moving the boat is considered normal wear and is not the liability of the Lessor.

Lessee agrees not to dispose of motor oil or any other lubricating, cooling or hazardous fuel fluid substances in marina dumpsters waters or grounds. whether or not in containers.

Lessee agrees boat well is property of B&B Investment Properties LLC aka River Bend Marina. In the event that Lessee plans on leaving designated well unoccupied for longer than forty eight hours, lessee will advise Lessor of such departing and returning dates. Lessor has the right to rent wells that are unoccupied for those dates. Proceeds are property of Lessor. In the event that lessee does not advise Lessor, this contract and any rights herein will be terminated.

Lessee agrees to strictly comply with all Police, Fire, sanitary regulations, ordinances of Harrison Township and the laws of the State of Michigan, and the rules of River Bend Marina.

## Environmental Rules

All marinas in the State of Michigan must comply with the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. seq.; the "Act") and Michigan Act 245, Public Acts 1929, as amended (the "Michigan Act"). These Acts require a permit for the run-off of storm water into lakes, streams or rivers of the United States. Permit requires the institution of certain management practices that prevent the discharge of potential and/or real pollutants into Lake St. Clair. There are severe penalties for non-compliance. In order to help us stay in compliance, we require the following:

### **Sanding**

There will be no sanding work of any sort carried out by individual boat owners or their contractors unless the sanding is done inside one of the designated shops at the Marina, or a vacuum sander is used and residue disposed of properly. Vacuum sanders are available for rent from local retailers.

### **Painting**

There will be no spray painting work of any sort carried out by individual boat owners or their contractors unless the painting is done inside one of the designated shop at the Marina. For painting performed outside of a designated building, the ground beneath the boat must be covered with a tarp, and the painter must use a roller or brush. Brushes, pans and rollers must be removed from the Marina and disposed of properly. Paint residue in cans must be dried before can is placed in dumpster.

### **Spraying**

There will be no spray painting, spraying of fiberglass or any other chemical unless it is done inside one of the designated shop areas at the Marina.

### **Oil Disposal**

Proper precautions must be taken when performing mechanical work on any boats on land. (i.e. while servicing outdrives a pan must be used to catch any oil drippings.) Used engine oil and oil filters must be removed from the Marina. You may not dispose of oil by dumping it either on the ground, in a dumpster, into a drain or overboard. If you use outside contractors, you are also responsible for the contractor's compliance as he is your agent.

### **Winterization Chemicals**

The use of ethylene glycol-based antifreeze for winterization is strictly prohibited. You must use a non-toxic antifreeze. No winterization will be allowed inside any of the storage buildings. After winterization, all outdrives should be covered with a plastic garbage bag secured by duct tape to prevent the dripping of antifreeze. Lessee/Owner is responsible for any damage to Marina grounds caused by the spill or dripping of antifreeze and/or oil. The cost to repair such damage will be billed to the Lessee/Owner by the Marina

### **Disposal of Batteries**

You may not dispose of old batteries into the Marina dumpsters. You must remove used batteries from the Marina or take them to the Marina oil pick-up point (located at the service building where they will be properly disposed of by Marina personnel.

### **Bilge Water**

Every boat must have a BIO-SOK, or a generic equivalent, installed in its bilge in order to prevent oil or fuel from being pumped overboard thereby creating a sheen on the Marina waters. Surfactants may not be used, as they cause oil to sink to the bottom of the canals.

### **Shrink Wrap Environmental surcharge**

River Bend Marina may charge a user fee (calculated as a dollar amount per foot on the centerline length of the boat) to everyone who uses plastic shrink wrap on his boat while stored within the property. Said fee is payable from contractors upon installation of the shrink wrap. The fee is used to offset the expense and labor involved with the cleanup during fall installation and spring removal as well as the ultimate disposal of the plastic, which must be segregated or recycled. The users as a group must bear the costs of proper handling and cleanup of this hazardous material, which can, when introduced into the water, harm marine life and cause mechanical damage to boats.

### **Fuel spill**

The United States Coast Guard and the MDNRE must be notified any time a spill produces a sheen on the water. Please call the Marina office 586-463-7888 to report any spills. They will in turn initiate procedures to contain the spill and call all necessary authorities. Every boat must be covered by an insurance policy which includes a fuel and oil spill endorsement in an amount sufficient to cover the cost of cleanup resulting from a leak or spill. Proof of such insurance coverage shall be provided upon demand.

### **Bottom Washing**

There will be no power washing of boats inside the Marina by boat owners. All power washing and/or bottom washing must be performed by Marina personnel at the designated area where an environmental water collection and purification system has been installed to collect bottom paint and other residue.

### **Marine Heads**

Michigan is a "No Discharge" State. It is illegal to discharge raw and/or treated sewage from a watercraft within the waters of the State. Do not empty a portable potty in any of the bath houses or any other drain on Marina property. Portable potties and boat holding tanks must be emptied at other designated facility.

### **Pet and Fish Waste**

It is illegal to dispose of pet and fish waste in the waters of the State. Pet stations with plastic bags dispensers have been installed around the Marina for your convenience. Please bag the waste and dispose in the dumpster. Fish waste should be frozen and held for disposal prior to our dumpster pick up days of Thursday mornings to minimize the associated odor.

### **No Dockside Fueling**

Harrison Township operates under NFPA 12000 Edition. Code Section 6.3.2 states that "All boat-fueling operations shall be accomplished carefully in accordance with NFPA 303 Fire Protection Standard for Pleasure and Commercial Craft, at the fueling station of another specifically designated remote location". There shall be no refueling from portable containers or from refueling vehicles within the Marina.

**Upon execution of this document, the Lessee /owner acknowledges that the Environmental rules as printed on this document have been read and understood. Lessee /owner further acknowledges that he/she has printed a copy of these rules and agrees to abide by these rules as a condition of keeping his/her Boat at the marina.**

**All of these are considered hazardous substances or practices and must be dealt with accordingly. Lessee shall defend, indemnify, save and hold the marina harmless from any and all fines, penalties, costs and/or expenses (including reasonable attorneys' fees and costs) incurred by marina as a result of claims, demands, causes of action and actions, suits, rights and damages, whatsoever, whether in law or in equity made by any party whatsoever in connection with any hazardous or toxic waste, pollutants, and/or chemicals generated, stored, leaked, spilled or otherwise disbursed by the Lessee, its agents, employees, licensees or invitees, In, on, under, above or about the marina, and for injuries sustained or other tort actions brought for claims arising out of the Lessee's failure to remove such toxic wastes, pollutants, and/or chemicals from the Marina. Such indemnification shall include any and all costs of removal of the toxic wastes, pollutants and/or chemicals disbursed by the Lessee, its agents, employees, licensees, or invitees.**