



WEST HARBOR MARINA DOCKAGE CONTRACT 2010

5530 E. Harbor Rd., Marblehead, Oh 43440

www.westharbormarina.com

Marina: 419-734-2226 Office: 419-734-5951

RECEIVE **FREE** HOIST ON WINTERIZATION CONTRACT—IF DOCKAGE DEPOSIT IS PAID BEFORE YOU HAUL OUT & STORE WITH MIKES DOCKSIDE SERVICE !

Name	Location of keys?	Dock # _____			
D.B.A.	Length/beam	Payment Dates	\$ 1000	\$ 1100	\$ 1400
Street	Make/model	October. 1 st	\$ 300	\$ 300	\$ 400
City/St	Year/engine (S/T)	February 1 st	\$ 350	\$ 400	\$ 500
Zip code	Oh #'s	April 1 st	\$ 350	\$ 400	\$ 500
Home #	Name/color	We will hold NO docks after OCTOBER 31st w/o deposit & signed contract !			
Fax #	Insurance Co.	Total due	\$		
Work #	Policy #	Deposit	- \$		
Cell #	City, State	Balance due	=		
Email	Charter license? YES or NO	Total due Feb.1	()	
Website	Serial No.	Total due Apr. 1	()	
Do you have trailer, cradle or Jacks?	Issue No.				

I ("Lessee") hereby agree to pay rental for dockage, and I am in receipt of said contract, I have read & understood, as herein provided and my guest and myself will adhere to the regulations listed below. I further agree that West Harbor properties and West Harbor Marina, Inc ("Marina") shall not be liable at any time for loss or damage whatsoever; that the dock fees are for dock slip rental and facilities, together with the use of drives and parking lot area only, and are to be used entirely at my own and my guest's risk, that any violation of the regulations, failure to make payment required herein or violation of any other terms hereof, shall be cause for cancellation of my docking privilege. Whp/whm/contract 2004/8-01

ANNUAL DOCKAGE FEE. All dockage fees are non-refundable. Contracts must be signed and first payment made Oct. 1st to secure slip for following season.

INTEREST CHARGES. If lessee shall fail to make payments in the amounts and the times set forth herein, lessee shall be charged a finance charge of 2% per month on all unpaid balances: such failure shall further be grounds for termination of this dockage agreement for which Marina may, at this option, seek all legal remedies.

HOURS. During the season, the Marina property is open from 6:30am-6:00pm. Off season is determined by slow fishing periods and weather, hours will be posted at the Marina.

COMMON COURTESY. Both private boaters and charter captains utilize West Harbor Marina, and it is important that each respect the rights of each other. Each is responsible for their guests conduct and is not permitted to cause a disturbance or annoy others. Observe the common rules of courtesy in order that people sleeping on there boats be disturbed as little as possible. We appreciate your being careful of the noise level of radio or television late at night. PLEASE ADVISE YOUR GUESTS THAT NO CAMPING, PARKING, OR SLEEPING IS PERMITTED ON MARINA PROPERTY. Guest unaccompanied by charter captains or boat owners are not permitted on the Marina property during the time the Marina is closed except as set forth in above "HOURS" statement.

SUB-LEASING. Lessees may not sub-lease or re-rent any dock slip. The operation of any charter or other commercial service without prior written approval is prohibited.

GUESTS. Guest are welcome when lessee is present. When friends or relatives will occupy boat lessee must notify the Marina and the guest must sign in. This rule is for the purpose of protecting the property and privacy of all boat owners.

SMALL BOATS. Small boats, dinghies, rubber rafts, jet skis, or any other small floatable devices will not be permitted to be used anywhere in the area of the docks.

SWIMMING AT THE MARINA. No swimming at the Marina will be allowed. It's very dangerous and against Ohio law.

FISH CLEANING. Absolutely no fish cleaning allow anywhere on Marina property except in the building reserved for fish cleaning. All fish must be cleaned by one of the Marina's commercial fish cleaners.

DOCK BOXES. All dock boxes used at the Marina must be of an approved size, style and color. No other boxes will be allowed. Combustibles shall not be stored in dock boxes. All personal property stored shall be at the risk of lessee. All dock boxes must be anchored.

RESTROOMS. Every lessee is entitled to a key card for the locks for the restroom, shower and lounge at the Marina building. If this key card is lost or damaged, a replacement will cost \$5. This key card shall not be given to anyone other than your family or boat guests. This is our "private" restroom/shower area and it is one of the things paid for by your dockage fee. Any lessee, their family or guest damaging property in the lounge will be banned from further use of the lounge and the key card will be taken away. PLEASE KEEP IT CLEAN!! The lounge will be closed after 10pm. Charter boat customers are not allowed to use the lounge facilities.

ACCOUNTS. No accounts payable will be available. Payment must be made at the time of purchase by cash or check.

PETS. All pets shall be kept on leash and it is the responsibility of the pet owner and/or the lessee to insure that all stool deposits are cleaned up immediately. Pets will not be allowed to run free or to be tied outside.

TRASH. Trash is expensive, unsightly and sometimes difficult to control. There are plenty of trash containers around the Marina. Please dispose of your litter properly. Please use plastic bags whenever possible. Break down boxes. *Dumping of fish guts/waste either in Lake Erie, the dock area, channels, or trash containers on Marina property is prohibited and shall be grounds for immediate termination of this agreement.

OIL & GAS FILTERS. ABSOLUTLY NO OIL, OIL FILTER OR GAS FILTERS PLACED IN TRASH CONTAINERS. Dumping or leaving oil in or around Marina property is prohibited and shall be grounds for immediate termination of this agreement. See management for disposal.

CHILDREN. Children are welcomed at the Marina; however, their parent (s) and/or guardian (s) must carefully supervise them. Any damage to Marina property caused by children, or their guest will be billed to the parents and/or guardians. Children under 18 years of age will not be permitted to occupy the parents or guardians boat in the absence of parents and/or guardians without prior written notification to the Marina. Children must be supervised at all times when using the lounge, or lounge privileges will be revoked from parents/boat owners immediately.

PARKING & SPEED LIMIT. Speed limit is 10 MPH! The parking lot & Maritime Shoreway is lined and we ask that you stay with in the lined area. No riding of bikes, mopeds or motorcycles on Marina property, parking only! Also protect blackout when painting and/or working on your boat.

DOCKS & RUBRAILS. No carpeting will be allowed on finger pier docks or 4"x4" vertical rubrail. Any damage to rubrails of floating docks shall be at the lessee's expense.

BOAT WAKE. No boat wake is allowed anywhere in the Marina. You are responsible for your boat's wake.

GAS ON DOCKS. Under no circumstances will lessee be allowed to carry their gasoline to their boats for refueling, cleaning paint, or for any other reason. State law requires refueling be done at designated gas docks after all passengers are vacated. Pump-outs will be \$5 per boat when not fueling. Pump-out is free when refueling.

PORTABLE TOILETS. Dumping portable toilets in the restrooms or showers is prohibited and shall constitute grounds for immediate termination of this agreement.

DOCKAGE RENTAL SEASON. Dockage rental season shall be annual commencing April 1st (weather permitting, but not later than May 1st) and expiring November 1st of each year. Water and restroom facility availability are not guaranteed following October 15th due to possible freezing. Lessee is urged to consider arranging haul-out prior to October 15th. Lessee will be charged extra storage fee for any boat or trailer left on the parking lot after the May 15th.

BOAT LENGTH. Length of boat shall not exceed nominal length of dock. No boat moored at a dock in a manner that permits it to interfere with boat traffic.

DOCK ASSIGNMENT. The Marina shall retain the right to designate your dock slip. Every effort shall be made to assign lessee the dock slip of his/her choice, however, the rights of other boat owners and the Marina management's judgment shall also be relevant factors in the assignment of dock slip. Lessee will hold Marina safe and harmless from any and all liability, injury, loss and/or damages resulting from dock and clubhouse use by lessee, their family members and guests and loading and unloading of passengers.

BOARDING STEPS. No boarding steps may be used on finger docks without the consent of the dock partner, or bolted or screwed thru the finger dock surface.

EMERGENICES. In a emergency situation, the Marina shall be permitted to move lessee's unattended boat to a safer location if possible, provided however that the Marina shall not be required to provide such service. In the event that such service is provided, lessee will hold Marina safe and harmless from and shall indemnify Marina against any and all, liability, injury, loss or damage caused by or resulting to lessee's boat.

LICENSES. All charter captains running out of the Marina shall have a copy of his/her current USCG License on file and must display the Ohio Guide License on their boats (s) window. It is the responsibility of the captain to obtain all necessary licenses, and same shall be shown to Marina manager upon request.

PURCHASING FROM MARINA. All lessees agree to purchase from Marina all gasoline, bait, and Marina supplies and to use the fish cleaning facilities at the Marina as long as the prices offered by the Marina are equal to or better that prices offered by similar Marinas in the area.

ELECTRICITY. As a part of this Dockage agreement, each lessee who lives on their boat more than two weeks per season will pay \$25 each month for electricity and water. Lessee must register at the Marina office when living on your boat. This is for emergency purposes as well as for your protection.

PERSONAL ITEMS DISPLAYED ON BOATS. No lessee shall display or permit to be displayed any personal wearing apparel on their boats.

INSURANCE. Lessee agrees to carry a sufficient amount of insurance to protect his/her boat and personal property, as well as sufficient liability insurance to protect and safety of others. Original insurance certificates shall be delivered to the marina before boat is launched.

ALCOHOL RELEASE. On behalf of lessee, its' heirs executors, administrators, and assigns, lessee hereby releases, acquits and indemnifies Marina against and from any and all causes of action, claims, demands, damages, costs, loss of services, expenses, compensations, third-party actions, suits at law and/or in equity, including claims or suits for contribution of indemnity, of whatever nature and all consequential damages on account of or regarding the purchase, use and/or consumption of alcoholic beverages of lessee of it's guest on the Marina property, or in the occupancy of lessee's watercraft. Lessee further agrees to abide by and obey the laws of the State of Ohio and all other governmental entities in relation to the use an consumption of alcohol and will be responsible for supervising its' guest in the purchase, use and/or consumption.

OUTSIDE CONTRACTORS. All outside contractors must sign in at the Marina office and show proof of insurance and Worker's Compensation. They will also follow all current environmental policies while on Marina property, and abide by all such policies and any rules, or they will not be allowed on or to remain on Marina property.

TERMINATION & AGREEMENT. If lessee violates any of the terms and conditions contained herein or those posted at the Marina office (which are hereby deemed to be included herein), Marina shall have the option of terminating the Dockage agreement upon 10 days written notice to lessee. Lessee must remove his/her boat from the Marina property prior to the end of the 10 day period or the Marina may remove said boat and charge all applicable fee to lessee. No dockage fee refunds shall be made upon any such termination. Lessee specifically represents that lessee is the owner of the boat listed in this Dockage agreement and understands that any change in ownership in said boat will require a new Dockage agreement.

THIS DOCKSGE AGREEMENT SHALL BE BINDING UPON THE PARTIES HERETO, AND THEIR HEIRS, REPRESENTATIVES AND ASSIGNS.

"Lessee"

Date: _____

"Marina"

Date: _____