

# Pointe Marine Association

## 2018 Slip Agreement

Owner / Tenants Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Telephone No. Home \_\_\_\_\_ Office \_\_\_\_\_ Fax \_\_\_\_\_  
Make of Boat \_\_\_\_\_ Length \_\_\_\_\_ Beam \_\_\_\_\_  
Name of Boat \_\_\_\_\_ MC/Doc No. \_\_\_\_\_  
Slip No. \_\_\_\_\_ Insurance Co. & policy # \_\_\_\_\_

This agreement is for slip rental only and defines the terms and conditions that you, as an Owner or Tenant agree to abide by. I, (Signature) \_\_\_\_\_

Date \_\_\_\_\_ do hereby certify that I have read and understand the terms and conditions set forth in this agreement and agree to abide by said terms and conditions.

1. This agreement is for annual slip rental only. Pointe Marine Association does not carry insurance covering the property of the Owner or Tenant and will not be responsible for any injuries or property damage resulting, caused by, or growing out of the end use of the dock or harbor facilities; the Owner or Tenant releases and discharges Pointe Marine Association from any and all liability from loss, injury (including death), or damages to persons or property sustained while in or on the facilities of Pointe Marine, including fire, theft, vandalism, windstorm, high or low waters, hail, rain, ice, collision or accident, or any other Act of God.
2. Owner or Tenant agrees that he or she will keep the boat fully insured with complete marine insurance, including hull coverage and indemnity and/or liability insurance.
3. Owner or Tenant agrees that only reasonable and customary use will be made of the docks and facilities covered hereby and that no unnecessary wear and tear, disturbances, nuisance, rubbish or garbage will be permitted on the dock or premises; and that the Owner or Tenant will keep the dock and premises covered hereby free and clear of gear, tackle, and all other obstructions; and further agrees to throw nothing, including treated or untreated effluent or sewage, from heads or holding tanks into the channel.
4. Owners and tenants agree to conduct themselves in a manner that will not create an annoyance, hazard, nuisance or embarrassment to the marina or other slip holders.
5. Hanging of laundry or other unsightly articles shall be discouraged.
6. Slip selection shall be consistent with Article 6 of the By-Laws, Pointe Marine Association, Inc..
7. Pointe Marine Association reserves the right to refuse to rent to any person for any pertinent reason. In the case of a stockholder, slip rental and availability shall be consistent with, the then in effect, by laws of the Pointe Marine Association.
8. It is agreed between both parties that the Owner or Tenant shall not assign transfer, or permit the use of an assigned slip to any other party without the consent of Pointe Marine Association.
9. If the Owner or Tenant desires to dock a boat other than the one described within, said Owner or Tenant must first secure permission of Pointe Marine Association and pay any additional fees, as applicable.
10. The use of Pointe Marine electrical outlets is intended for the operation of shipboard power requirements. Pointe Marine does not guarantee the continuity of electrical service and will not be held liable for any damage that may be caused by loss of power.
11. The use of torches or open flame, inflammable or toxic removers, or any other hazardous equipment or chemicals is prohibited within Pointe Marine Association property without prior approval of the service department.
12. An Owner or Tenant may work on his or her own boat if such work does not interfere with the rights, privileges, or safety of other persons or property. Pointe Marine Association reserves the right to require any outside mechanic, craftsman, or any other person performing any work on Owner or Tenant's boat, while in or on Pointe Marine Association property, to first provide the Pointe Marine Association or the Pointe Marine service department with a standard certificate of workman's compensation and liability insurance coverage in order to protect the health, safety, welfare, and property of other Owners or

- Tenants. Failure to meet these requirements would require that the Owners or Tenant's boat be removed from the marina for repairs.
13. Pointe Marine Association will not be responsible for delays in hauling, launching, winter lay up or commissions occasioned by inclement weather or any other circumstance beyond its control.
  14. Operation of the boat shall be restricted to the SIGNITORY to this agreement unless otherwise specified in writing herein.
  15. In case of emergency, as determined by Pointe Marine personnel, Pointe Marine personnel shall be authorized to move the subject boat, if possible and practical, to a safer area to protect the boat, property, or general welfare if the boat is unattended and Owner or Tenant cannot be reached. However, under no circumstances is Pointe Marine Association under any obligation to provide this service. Any cost incurred by Pointe Marine Association shall be billed at the service department rate or as posted in the office. Owner or Tenant agrees to indemnify and hold harmless from any and all liability, loss, or damage caused by or to the subject boat, the inability of the marina to reach the owner or tenant, or by the movement of the boat by Pointe Marine personnel.
  16. The Board of Directors must approve all proposed alterations to any slip, prior to the alterations being performed.
  17. No fueling, gas, shall be conducted while boats are in the slip. Diesel fuel boats, may be fueled while in the slip by a licensed and insured fuel service.
  18. If you plan to be away from your slip for more than one day, please notify the marina in advance so that we may use your slip for transient dockage. Should you decide to return earlier than anticipated, please call the marina at least one day in advance of your return. Without notification of early arrival, your slip availability is not guaranteed.
  19. Pets shall be leashed at all times while on Marina property. Pet owners are responsible to cleanup after their pets.
  20. Swimming or diving from piers, docks, or a moored boat is strictly prohibited in the channel or on Pointe Marine Association property.
  21. All docking within Pointe Marine shall be in a BOW IN manner. .
  22. Owners must submit a \$250 deposit by December 1 to reserve your assigned slip for the following season or surrender the use of the assigned slip for the next year. In the event you choose not to slip your boat during the following season, notification of your intent must be received by February 1. If notification is not received by February 1, you forfeit your deposit and, if the marina fails to rent your slip for the season, you will be liable for the full slip fee.
  23. Renters must submit a \$250 deposit within 3 weeks of being notified that a slip will be available. Notification usually starts in early January. Slip assignment will be subject to availability and will be based on prior time in Pointe Marine as a renter or for new renters, on a first come first serve basis. Deposits will only be refunded if we are unable to provide you with a slip for the season.
  24. All slip fees for the season must be paid by April 30 or when the boat is launched, whichever is earlier. Your boat will not be launched until slip fees have been paid in full.

The Pointe Marine Association reserves the right to terminate this agreement if the Owner or Tenant fails to abide by the terms and conditions stated above. In the event termination becomes necessary, the Owner or Tenant will have ten days after written notification has been mailed via certified letter to:

1. Schedule an appeal with the Board of Directors to resolve the contributing issue.
2. Remove his or her boat from the slip.

In either case the Owner or Tenant shall forfeit 100 percent of all slip fees that have been paid.

If the failure to abide has resulted in damage to Pointe Marine Association property, or will cause Pointe Marine Association to incur costs, Pointe Marine Association shall have the right to take over the property of the Owner or Tenant and secure the property to the space occupied, or to store it in another location.