

POINTE MARINE ASSOCIATION, INC.

Exhibit A to Pilot House Rental Agreement

General Terms & Conditions

1. Use of Pilot House

Member agrees to be bound by the following terms and conditions, and abide by the rules and regulations attached as Exhibit B. The Pilot House is available for Pointe Marine Association Members Only. Member agrees to limit access to the Pilot House during the time he/she has requested on the Pilot House Rental Agreement. Member understands and agrees that the Pilot House is located within the City of North Muskegon, and within a residential neighborhood. As such, Member agrees to be bound by all local, state, and federal rules, laws, and regulations. Pointe Marine reserves the right, and Member expressly agrees to allow Pointe Marine to have an agent of its choosing on site at any and all times that the Pilot House is rented.

2. Availability

The Pilot House is made available to Pointe Marine Association Members free of charge subject to the approval of Pointe Marine Association, Inc. Pointe Marine reserves the right to refuse rental of the Pilot House for any reason. In addition, Pointe Marine reserves the right to amend, cancel, or reschedule any reservation for the Pilot House without notice. Member agrees to waive any and all claims it may have regarding the cancellation or rescheduling of his/her rental period.

3. Failure to Abide by Rules and Regulations

In the event Member violates any of the rules and regulations listed in Exhibit B, Member agrees to reimburse Pointe Marine the reasonable cost of remedying the violation. If Pointe Marine has to pursue legal action to recover the cost associated with remedying the violation, it is entitled to recover all court costs and actual attorney fees associated with such action from Member.

4. Damages and Indemnification

Member shall be responsible for any and all costs related to damage to the Pilot House or surrounding areas, whether caused by themselves, their invitees or guests or any other individuals attending the event. Member shall also indemnify Pointe Marine, its directors, and employees from all liability, loss, or damage for bodily injury, including death, and property damage caused by the acts of Member, invitees, guests, or other individuals attending the event, including all court costs and actual attorney fees incurred by Pointe Marine if a claim is made against it as a result thereof.

5. Alcohol

Member acknowledges that Pointe Marine is not insured for Host Liquor Liability coverage. If Member furnishes alcoholic beverages at an event, or allows any of his/her invitees, guests, or other individuals attending the event, to furnish or consume alcohol, Pointe Marine strongly recommends that Member acquire Host Liquor Liability coverage. Consequently, if Member does not purchase separate liquor liability insurance, Member may be held personally liable for damages or injuries that may result if alcoholic beverages are furnished at this event. Regardless, Member agrees to indemnify and hold Pointe Marine harmless from any and all claims, including any claimed litigation expenses, court costs or attorney fees arising out of Member's use of Pointe Marine and to indemnify and hold Pointe Marine harmless from any judgment based on any such claims.

6. Personal Property

Pointe Marine assumes no responsibility whatsoever for any personal property placed in or about the Pilot House by Member, or his/her invitees or guests, and Member understands and agrees that Pointe Marine is released and discharged by Member from any and all liability related to the loss of personal property. All personal property must be removed from the premises at the conclusion of the event. Pointe Marine will not be held liable for any lost, stolen or damaged personal property. Member agrees to indemnify and hold Pointe Marine harmless from any and all claims, including any claimed litigation expenses, court costs or attorney fees arising out of claims regarding lost, stolen, or damaged personal property during the event.

POINTE MARINE ASSOCIATION, INC.
Exhibit B to Pilot House Rental Agreement

Rules & Regulations

1. General

- a. Rental of the Pilot House is made available on a first come first serve basis. Applications for Rental may be picked up from the general office of Pointe Marine Association Monday through Friday between the hours of 8:00 am and 4:30 pm. Priority will be based on when the application is received by the general office.
- b. There is no rental fee for the use of the Pilot House; however, strict adherence to the rules and regulations is required.
- c. Attendance for events at the Pilot House is limited to 50 people. Exceptions to this rule may be requested on the Rental Agreement form. If such an exception is requested, it must be approved by the Board of Directors for Pointe Marine. Unless otherwise specifically written on your Rental Agreement, your event is limited to 50 people.
- d. Cancellations should be made one week prior to any event, or sooner if possible. Please be courteous and remove your name from the reservation calendar as soon as you are aware of your cancellation. Failure to cancel your event responsibly may risk your ability to rent again.
- e. Access to the Pilot House is done by using the same code that is provided for access to the bathroom facilities.
- f. Smoking is not permitted inside the Pilot House. The Pilot House is a smoke free environment. Any smoking must be done outside, and all cigarette remnants must be properly disposed of.
- g. Member is responsible for making sure that all guests know and follow these rules and regulations.

2. Use of Premises

- a. The Pilot House is located within the City of North Muskegon. All applicable local ordinances must be followed. This includes an 11:00 pm noise ordinance.
- b. Vehicle Parking is restricted to the parking lot by the Pilot House and the east side of the road on the peninsula (on the east side of the channel). Please insist that your guests refrain from parking in front of boat slips as these spaces are reserved for boat owners.
- c. If you have items that must be delivered in advance of your event such as tent stakes or other furnishings, please notify the Marina's front desk one week prior to the delivery date so that any necessary arrangements can be made with staffing. This is particularly important for tent stakes as it will require marking the underground sprinkler heads. Pointe Marine will not assume any responsibility for damage or loss of any items delivered to the premises.
- d. If you intend to erect a tent or any other removable structure or object, it must be approved in advance by the Board of Directors for Pointe Marine.
- e. The kitchen may be used during the reserved time period for storage and serving of food and beverage. Member is responsible for supplying food, beverages, glassware, plates, utensils and any other items necessary for their event. Pilot House kitchenware may be used but it must be returned clean and in proper working order the day after the event.

3. Cleanup and Closing of Premises

- a. Member is responsible for the cleanup of all event-related refuse, including recyclable bottles and cans. All trash must be bagged and placed in the garbage carts provided at the side of the Pilot House. A non-refundable Fee of \$25 will be charged for removal of trash following the event. The grounds must be free of cups, cans, bottles, trash and litter including cigarette butts.
- b. A \$200 Cleaning Deposit is required at the time this application is submitted. If the Pilot House and surrounding area is not cleaned to the satisfaction of the Association (in its sole discretion), all or any portion of the cleaning deposit may be applied to the cost of cleaning up the premises and any unused portion of the Cleaning Deposit will be returned to the Member.
- c. Please report any damage or inoperable equipment or appliances immediately. You may do so by contacting the front desk at (231) 744-3236 or by email to frontdesk@pointmarine.com.
- d. Cleanup Instructions:
 - i. Vacuum the carpet (please pick up debris before vacuuming). Mop the kitchen floor. A vacuum and mop are provided.
 - ii. Remove all decorations and trash from the building by putting it in the garbage carts outside the Pilot House. Bag all pop, beer, wine and alcoholic containers and take with you for disposal and/or recycling.
 - iii. Take down all folding tables and chairs and stack back in the proper storage location from which they came.
 - iv. Clean sink and counters.
 - v. Check and clean microwave, stove/oven, garbage disposal, and dishwasher for any type of mess.
 - vi. Remove all food items from the ovens, refrigerator, and freezer. Make sure all ovens are turned off.
 - vii. Men's and Women's bathrooms are provided. Please leave bathrooms as you found them. Clean up any obvious messes left by your party.
 - viii. In general, leave the building the way you found it. We do not have staff available to clean up after your event. If we need to clean, we reserve the right to bill you for our efforts.

4. Furnishings Available for Use

- a. There are 52 folding chairs, 10 (8-foot) banquet tables, 1 (5-foot) table and 6 picnic tables on the deck available for use.
- b. The Pilot House has limited table cloths, coffee makers, dishes, bowls, cups, silverware and serving dishes. Do NOT remove any of these articles from the Pilot House. You should plan to provide for your needs. Bring your own items such as cooking pots and pans, measuring cups/spoons, dish towels, sugar, spices, condiments, napkins, paper towel, grilling utensils, platters, etc. Replenish consumable items that you may have used from the cupboards or closet such as paper or cleaning products.
- c. If you use any of the above furnishings, please put them back where you found them.

5. Decorations

- a. In order to avoid permanent damage to the facility, decorating must adhere to the following guidelines:
 - i. Decorations should be freestanding. No decorations or other items shall be attached by use of tape, glue, staples, nails, tacks or any other such type of instrument as to damage any surface which includes but is not limited to walls, ceilings, floors, windows, window frames, doors, door frames, etc.
 - ii. Use of open flames, candles, smoke machines, oil lamps, confetti and glitter is strictly prohibited.
 - iii. All decorations and/or equipment brought in for an event must be removed by Member at the end of the event.

If you have any concerns, please notify the front desk in the Marina Office or a board member immediately. Do not delay in reporting any damage, any appliance that is not working, etc. We appreciate your help in this matter.

Contact Information:

Pointe Marine Association
350 Cihak
N. Muskegon, MI 49445
Phone: 231 744-3236
Fax: 231 744-4149
Email: frontdesk@pointemarine.com