

SEBEWAING HARBOR MARINA
700 W. SEBEWAING ST.
SEBEWAING, MI 48759
989-883-9024

www.sebewaingharbor.com

RULES AND REGULATIONS

- 1.** Dealer agrees to use ordinary care only for docked property and that they will not be responsible for any damage caused by fire, storm, vandalism, malicious mischief, theft or other causality loss, as such acts would be beyond the contract and the Dealer will not act as a watchperson for the premises nor will there be any other individual hired as a watchperson of said premises. This provision is fully understood and agreed to by the Renter.
- 2.** The Dealer will, under no circumstances be responsible for loss of any articles, gear, accessories and equipment that may be left on the boat or anywhere on the premises; and the Renter hereby expressly releases the Dealer and waives all rights and claims against it for loss, injury or damage to persons or property who or which Renter or his agent, his family or relatives may invite or bring on the premises as well as all costs and expenses which the Dealer may incur in connection therewith including but not limited to actual attorney's fees.
- 3.** The Renter acknowledges that any mechanic, carpenter, or canvas worker they may retain is an independent contractor, separate and apart from the Dealer and that the Dealer will, under no circumstances, be responsible for damage to the docked property or anything contained thereon for injuries to the Renter, their immediate family, relative, or the anyone invited onto the docked property which damage or injury connected with the work performed by said private contractor/contractors.
- 4.** The Renter agrees to keep the contracted dock space and abutting area or property in a clean, uncluttered condition. The Renter further agrees to comply with all laws and with all police. It is mutually understood as follows: fire and sanitary regulation and all other ordinances of the Village of Sebewaing, Huron County, and Michigan and any other governmental authority while in and about the property of the Dealer.
- 5.** During the time the Renter's property is on the premises of the Dealer, the Renter agrees to maintain insurance on said property against damages by fire, storm, vandalism, malicious mischief, theft, or any other casualty loss and to save harmless, protect and indemnify the Dealer from and against any and all losses, damages, claims, suits or actions, judgments and costs which may arise or grow out of any such damage or casualty loss including death or injury to persons, or property.
- 6.** The Renter agrees not to place or store gasoline in or around the property within the dock space except that contained in the fuel tank specifically designed to hold gasoline within the property. The Renter further agrees not to deliver or to permit others to deliver gasoline or other fuel into the tank of their property from tanker trucks or by any other method of delivery while such property is in its dock space.
- 7.** During the time the Renter's property is on the premises of the Dealer, the Renter agrees to comply with any reasonable regulations the Dealer may from time to time publish, distribute and/or post.
- 8.** At the conclusion of the rental period, as stated the Renter is obligated to remove their property from the premises of the Dealer or pay the ongoing fees/charges of \$5.00 per day, and upon failure to remove the property within (10) days after termination of the agreement, the Dealer shall not be required to give any notice to the Renter and may tie the Renter's property to such places as the Dealer determines and the Dealer shall have no further obligation or responsibility with respect to said property.
- 9.** The Renter agrees that the space is rented by the entity or individual executing the contract and is not to be assigned or transferred under any circumstances whatsoever without the prior written consent of the Dealer.
- 10.** In the event of emergency affecting the property the Renter, or the property of another Renter or another person, the Dealer may move the property and shall have no liability with respect thereto.
- 11.** Property/Boats must be approved by the Dealer, with respect to its fitness to remain in the harbor, free of safety defects etc. Bilge system, water, fuel and waste containment shall all be leak free/operational as well as all other support systems.
- 12.** This agreement shall be interpreted under and in accordance with the laws of the state of Michigan, and nothing contained herein shall be construed as a waiver of any rights the Dealer may have. All pronouns used herein shall be construed to be inclusive of all genders such as masculine, feminine, etc. as the context shall require. If any portion of this contract is deemed invalid or unenforceable, than to the extent possible, all other parts of this contract shall be interpreted so as to be enforceable, and the same shall remain in full force and effect. This agreement shall be binding upon and insure to the benefit of the successors and assigns of he parties hereto.