

821 W. SAVIDGE ST.
SPRING LAKE, MICHIGAN 49456
Phone (616) 842-1202



YOUR FULL SERVICE MARINA
• Sales • Storage
• Dockage • Gas Dock
• Service

- 2021 SUMMER RENTAL CONTRACT IN/OUT SERVICE -

Name _____ Home Number _____

Mailing Address _____ Work Number _____

City, State, Zip _____ Cell Number _____

Email Address _____

Vessel Year/Make/Model _____ Length _____

Vessel Name and/or MC Number _____ Insurance Company _____

Is **Trailer** to be stored at Marina? _____ \$250 Outside Storage Trailer Make/Model _____

Trailer VIN/Plate No. _____ Color _____ Number of Axles _____ Bunk/Roller _____

(TRAILERS MUST BE TAGGED WITH OWNERS NAME -TONGUE AREA IF POSSIBLE)

TRITOONS (additional \$300) (Y/N) _____ PRICE: \$ _____

IF TALL RACK IS NEEDED OR REQUESTED, ADDITIONAL \$350.00 FEE WILL APPLY (X) _____

Barrett's is a family-oriented marina that is focused on an enjoyable experience for all its guests. To achieve this, we expect everyone to conduct themselves in a manner deemed appropriate to all family members. A failure to comply with this basic order of conduct may result in an immediate expulsion from the marina without refund.

This is an agreement between Barrett Boat Works, Inc., A Michigan Corporation, Spring Lake, Michigan 49456 (called "Marina" in this document), the named vessel and the owner of that vessel. The agreement is, that for a fee stated in the current berthing rate schedule, the Marina grants permission to the owner and the vessel for the use of one of the Marina's In/Out service, which includes providing certain services as specified in this agreement by the Marina to the vessel and/or to the owner as follows:

1. The Marina will provide In/Out service for the season. In/Out service begins on **May 14 through September 19.**

Notice: If In/Out service boats are not picked up by 9/26, your boat will be automatically registered for winter storage, may not be accessible for pick up after that date and will be subject to storage fees in winter and following summer. This time period may be extended at either end with the permission of the Marina.

2. Accompanying this contract, after being signed by the owner, is a **reservation fee in the amount of \$500 nonrefundable deposit for In/Out service.** This reservation fee is due Dec. 8th and is a partial payment for the total fee charged by the Marina for the use certain services. The remaining amount must be paid as determined by Marina for each season, but **no later than April 28th.** If the fee is not paid in full on or before that date, the Marina reserves the right to reassign the In/Out service and cancel this agreement. No vessel shall be deemed accepted by the Marina until this agreement has been appropriately signed by owner and the Marina representative. No refund or rebate of the reservation fee will be allowed if this agreement is canceled, nor will any refund of said service cost be allowed if this agreement is terminated for any reason prior to its expiration.

3. The Marina does not allow an assignment of this agreement to any other owner or vessel, and no other vessel or boat may have use of the In/Out service assigned to the above-named vessel without obtaining the prior consent of the Marina.

4. Any work contracted for by the owner or merchandise purchased from the Marina will be paid in standard terms of net cash, payment due upon receipt of invoice. Owner agrees that a finance charge of 2 percent per month (24% per year) may be charged to all accounts not paid 10 days from the invoice date and that failure to pay on the above terms may be cause for termination of this agreement by Marina.

5. Owner may not make any repairs, improvements, modifications, or alterations to any property owned by the Marina without first obtaining the consent of the Marina. Owner agrees to use and maintain any assigned to the vessel and all other marina facilities and property available for owner's use, in a careful, safe, prudent and proper manner, and in such condition so as to prevent damage or injury to any person, vessel, or to any facility or property located at, stored in, or owned by the Marina. No char-cooking or open flame allowed on boats or docks.

6. Barrett Boat Works requires the vessel to be fully insured by owner. Barrett Boat Works is not liable for any pilferage or damage caused by vandalism, riot, or unlawful disturbance, or for any other reason. The Marina shall not be liable for its own negligence and/or negligent acts causing any loss or damage to the vessel by fire, heat, cold, frost, rust or the elements unless said loss is due to the Marina's gross negligence. The owner acknowledges that the Marina does not carry insurance to cover the above risks. The owner further understands and agrees that the Marina is not responsible for any scratching, gouging, or abrasions of whatsoever kind or nature to the above-named vessel, unless it is due to the gross negligence of the Marina. To the extent permitted by law, customer waives any right on the part of his or her insurer against Barrett Boat Works, Inc. and its employees, agents and servants by way of subrogation or assignment loss or damage to property no matter how it's caused.

7. The owner grants to the Marina the right of reasonable access to the vessel at all times if within Marina's storage and dockage areas. Vessels will not be shown to others, nor will others be allowed on or inside said vessel, unless accompanied by owner.

8. The owner understands and agrees that the Marina does not warrant the quality or condition of ladders, platforms, docks, slips, walks, ramps, pool, electrical wiring, plumbing, gas pumps, roads and parking lots, equipment, or gear on its premises or which may be made available to the owner, members or owner's immediate family and/or guest. The owner hereby releases and forever discharges the Marina and its agents, owners and employees who might be claimed to be liable from and all claims, damages or causes of action of whatsoever kinds or nature resulting from any accident, damage, injury or other occurrence while the undersigned, the vessel, or their property is or are upon the premises of the Marina, unless due to the Marina's gross negligence. Owner shall reimburse the Marina for any damage to the facilities and properties of the Marina caused by owner, his family, guests, visitors or the vessel.

9. When the time period specified in paragraph 1 comes to an end, the owner shall vacate and leave the rack assigned to the vessel in as good condition as at the commencement of this agreement, subject only to normal wear and tear.

10. When the assigned rack is not occupied by the owner's vessel for more than 24 consecutive hours, the Marina has the right to use the rack for any purpose it may deem appropriate without payment or compensation to owner.

11. Electrical power, water, Wi-Fi, and use of the marina amenities are included in the basic rate.

12. Owner agrees to obey all rules, regulations and procedures as may be posted on the marina premises or sent to the owner at their mailing address from time to time. Including no swimming from boats or docks, walking pets in designated areas, and keeping pets under full control of owner at all times.

13. The Marina hereby provides notice that it will claim a lien on the boat for rack fees pursuant to the Michigan Marina and Boatyard Storage Lien Act, Act 362 of 1998. The Act permits the Marina to retain possession of the boat until the rack fees are paid in full. If the payment of the rack fees is more the 180 days in default, the Marina may enforce the lien by selling the boat at a commercially reasonable public sale under the terms set forth in the Act. The owner will be responsible for all fees associated with the collection of this agreement.

14. Outside contractors are not allowed on marina premises without proof of insurance, state sales license and proof of workman's comp insurance. The Marina office must be notified, and the Marina must approve any work prior to being performed and the Marina. If all requirements are met, the contractor will have to check in and out of office each day and work only during open business hours.

15. Due to the nature of In/Out service, Marina will not be responsible for any damage that may occur to vessel while vessel is unattended. It is the owner's responsibility to know the requirements of their rack location (Bimini and antennas down, drives up or down, trim tabs up). Marina is not responsible for damage caused by owners' failure to comply.

16. There will be a charge for trailer storage for the summer season. Marina is not responsible for theft or damage to owner's trailer. We can retrieve trailers from storage with 24-business hour notice. There will be no trailer pick-ups on the weekends.

17. In/Out boats are entitled to one spring and one fall trailer load. Additional loading will incur customary additional charges.

18. If the owner fails to keep, perform and observe any of the provisions contained in this Agreement, the Marina may reassign any rack then assigned and terminate this agreement upon notice to owner. The owner shall then immediately remove the vessel, leave and vacate the Marina.

19. The owner agrees not to display "For Sale" signs on vessels that are for sale but not brokered with Marina. If vessel is brokered with Marina, Marina will display a Marina "For Sale" sign on said vessel.

20. Marina does not permit the parking of jet skis, RV campers, tents, etc. in front of racks and/or on Marina property.

21. Any boat owner spilling or disposing of oil or hazardous material will be responsible for clean up.

22. All fish cleaning must be done at a fish cleaning station. Fish remains must be double bagged and disposed in the fish dumpster.

Owner Signature _____ Date _____

Barrett's Employee _____ Date _____