



4088 Brest Road ☼ Newport, Michigan 48166
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(734) 289-1234

DOCK RULES AND REGULATIONS

GUESTS AND VISITORS: Brest Bay Marina Company, LLC (hereinafter, the "*Marina*") shall not be liable for: any personal injury to boat owners, members of their family, or guests while on the premises; any event or circumstance beyond the Marina's control; the unavailability of Marina services; or any damages to any vessel, vehicle, gear, or equipment thereupon. All boat owners and dock renters are responsible to be, and shall ensure that their guests are, fully informed of these rules and regulations. All dock renters are responsible for their own guest's conduct, whether the renter is present or not. No renter or guest will be permitted to cause a disturbance or otherwise create a nuisance/annoyance to others while on the property. Loud noises (including music) and raucous conduct which interferes with other use and/or enjoyment of the marina will not be tolerated. Common sense and good judgment should always be used.

NO WAKE WITHIN THE MARINA: Boaters are not to cause wake in the marina or adjacent waterways.

RACK AND LAUNCH BUILDING: Boat owners, dock renters, and their guests are not allowed in the rack and launch building for any reason. While on the premises, each boat owner and/or dock renter is responsible to ensure that all guests stay away from the forklift/travel lift working space. There are blind spots from the seat of operation. Each boat owner shall ensure that all items protruding outside the boat are removed prior to the Marina's commencement of any rack and launch services. The Marina is not responsible for: trim tabs, swim ladders, speedometer pick-ups, transducers, trolling plates, antennas, lights, flags, tops or stern drives, or any items left protruding outside of the boat hull or personal property contained on said boat, nor is the Marina responsible for trolling motors on boats if they interfere with the operation of the forklift. They will be removed from the boat.

DOCK USE: The Marina disclaims any warranties regarding the docks; all leasable areas, including docks and spaces within the launch building, are rented in "as-is, where-is" condition. No boater, dock renter, or guest shall do or permit any action(s) or conduct which will have the effect of increasing the Marina's insurance premium or which may otherwise have the potential to void the Marina's insurance coverage. The Marina property shall be used for commercial purposes unless the Marina has given prior written consent. No work shall be done to watercraft, gear, equipment or other goods while in or on the premises except as performed or permitted (in writing) by the Marina. This restriction shall not apply to minor running repairs or minor maintenance of a routine nature by the boat owner, his regular crew, or guests, provided always that any such minor running repairs or minor maintenance of a routine nature does not cause any nuisance or annoyance to any other users of the premises.

FORKLIFT HOURS: May 15th- October 15th, 8:00am to 6:00pm. The Marina reserves the right to modify these hours, without advanced notice, as a result of weather, safety concerns, or other applicable constraint.

GARBAGE; MARINA CLEANLINESS: Must be disposed of by the customer in the provided trash receptacles. No waste, refuse, cans, paper, debris or stones shall be thrown into the water. This Marina takes great pride in keeping Lake Erie clean.

RENTER'S RESPONSIBILITIES: Dock renters/boat owners are solely responsible for the maintenance and functionality of any boat stored (whether long or short term) at the premises, as well as the prompt payment of all sums due the Marina. The Marina shall be entitled to enforce any and all rights, including those reserved under the Michigan Marina and Boating Storage Lien Act.

BOAT AND WATERCRAFT MAINTENANCE: Non-functional watercraft, trailers, and other vehicles are not permitted at the premises. Any non-functional watercraft will be given a reasonable cure period. If the defect is not remedied within the reasonable cure period, the Marina will remove the boat from the dock at the owner's expense.

NO SWIMMING IS ALLOWED WITHIN THE MARINA: It is very dangerous and against Michigan law. Feel free to enjoy the provided beach for all swimming activities.

DOGS: All dogs are to be kept on leashes. It will be the responsibility of the owner to ensure that all the stool deposits are cleaned up immediately. Dogs will not be left onboard or unattended at any time. State Law requires strict compliance with these pet regulations.

SECURITY: The Marina does not provide, nor is it obligated to provide, on-site security personnel. The Marina is not responsible for any theft, vandalism, losses, or damage. Properly secure your boat and personal property at the dock. Brest Bay Marina Company, LLC. reserves the right to move a boat if necessary.

BOARDING STEPS/PADDING/CARPETING: No boarding steps/ padding/ carpeting may be used on the finger docks and slips, nor shall the dock renter or owner damage, removal, or modification of posts, cleats, or other Marina property. Nothing may be bolted or nailed through the finger dock's surface. Replacement costs of the damaged

property will be the responsibility of the dock renter. If you use a dock box, it must be placed on a platform of minimal size and it must be at least 6 feet from any obstructions.

SALE OF WATERCRAFT: The Marina prohibits the sale of any vehicle, trailer, or watercraft while stored or moored at the premises.

WATER AND ELECTRIC SECTIONS: For boaters in the water and electric sections (as applicable), it is very important for water hoses and electric cords to be kept on the hooks provided. Please keep ends of dock lines and spring lines off grass. The Marina will not be responsible for hoses, cords or lines run over or damaged by the lawn mower.

FUELING: The fueling of watercraft from jerry cans or other portable fuel storage is not permitted at the premises.

PERSONAL WATERCRAFT: Please fill out individual registration form(s) for each watercraft that you own and plan to launch at Brest Bay Marina. There is a \$50 annual launch fee per personal watercraft.

BOAT RAMP USAGE: In order to keep ramp congestion to a minimum, if you use the ramp, please park your car and trailer at the other end of the premises (on the lake front by the main gate) for the day. If you are not storing your trailer here, please take it home the same day. If you are storing your trailer here, be sure to fill out a trailer storage contract the same day that you leave your trailer here. Any trailer left without a contract will be charged a \$250 nightly fee. Please remember the ramp is for contracted customers only.

SEVERE WEATHER: In the event of severe weather or other extenuating circumstances, Brest Bay Marina Company, LLC reserves the right, but shall not be obligated, to move boats to safer locations.

USE: No unauthorized commercial activities are allowed on the premises. Dock renters are not permitted to use boats as primary residences.

REFUNDS: There will be no refunds of dock rentals for unused dockage.

PARKING: Parking for the docks along Brest Road is limited to 1 car per dock. Any additional cars should park on the lakefront. Please be courteous when parking. Parking must occur in the designated area. If parking issues arise due to the placement of items (such as picnic tables), the Marina may require removal or replacement of said items. Persons parking outside of the designated parking areas are subject to being towed at their own expense. Please contact the Marina with the vehicle information (picture preferred) in the event that designated parking becomes impaired.

SUBLETS AND ASSIGNMENTS: The dock renter is not permitted to sublet or assign their lease without the express written consent of the Marina.

LEASES: All storage and use leases are governed by these terms and conditions and the relevant contract. In the event that a renter fails to remove the watercraft prior to the expiration of the applicable term, the dock renter shall be considered in holdover and will be charged 125% of the amount dictated by the applicable contract, in addition to the Marina's remedies set forth below.

DOCK ENTRY: Brest Bay Marina Company, LLC reserves the right for its agents and employees to enter docks without the renter's permission, for the purpose of maintenance and inspections.

NSF: In the event that a check is returned due to insufficient funds, Brest Bay Marina Company, LLC may charge a fee of \$45.00.

INDEMNIFICATION: Each dock renter will indemnify and hold harmless Brest Bay Marina Company, LLC and its contractors and agents from the costs incurred by Brest Bay Marina Company, LLC, including reasonable attorney's fees, incurred: (i) by the dock renter's (or guest's) breach of the foregoing; (ii) the Marina's enforcement of these rules and regulations; and (iii) by the negligence or willful act of the Marina.

ABANDONED VEHICLES: In the event that a watercraft/vehicle is abandoned (as defined under MCL 257.252), Brest Bay Marina Company, LLC is entitled to all legal remedies permitted in equity or under law, including, but not limited to, reimbursement of all costs incurred by Brest Bay Marina Company, LLC in the removal and/or storage of the watercraft/vehicle. Nothing herein shall be deemed to waive or otherwise infringe the Marina's rights and remedies available under MCL 570.371, et. seq.

TERMINATION OF THE AGREEMENT: If a boat owner or dock renter violates any of the terms and conditions in this agreement or those posted at the premises, the Marina may terminate this agreement with written notice. At that time, the boat owner must remove his watercraft from the docks within ten (10) days. At the end of the ten (10) day period the watercraft has not been removed by the owner, the Marina reserves the right to remove the boat from the water, put it in a storage facility, and charge all applicable fees at the customer's expense. In the event of termination, the dock renter is responsible for any unpaid bills, vacating the dock, cleaning the dock area, and repairing any damage beyond general wear-and-tear.

INSURANCE: All dock renters and boat owners are required to carry and provide a copy of adequate insurance coverage (liability and property damage). Insurance should cover indemnity, fire, theft, acts of God, and hull coverage. The dock renter assumes liability for any damage done to the docks or premises, family, or guests. If damage does occur, please contact Brest Bay Marina Company, LLC. immediately at 734-289-1234.

MISCELLANEOUS: In the event the Brest Bay Marina Company, LLC files suit for breach of this agreement, both parties agree that the venue shall be in Monroe, Michigan. No modifications to the lease are permitted without the express written consent of Brest Bay Marina Company, LLC.

PLEASE PLACE THESE RULES AND REGULATIONS IN YOUR BOAT FOR FUTURE REFERENCE