



4088 Brest Road 📍 Newport, Michigan 48166

www.brestbaymarina.com

(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 advance 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 on 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 the 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 on 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 on 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. If 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 adequate insurance coverage (liability and property damage). By signing a contract, you are acknowledging that you hold sufficient insurance. 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.

TIME PERIOD DECLARED/STORAGE FEES: The time period covered by this agreement is understood to be from the date contracted until the ending date that corresponds to the type of storage selected. The Watercraft Owner agrees to remove said vessel on or before the applicable ending date for the type of storage chosen. Boats that remain in indoor or outdoor winter storage past May 31st will be charged a monthly storage fee. Boats that remain in docks or rack & launch summer storage past October 31st will be charged a monthly storage fee.

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

Winter Storage Terms & Conditions

It is mutually agreed that the following terms and conditions shall govern the entire transactions and constitute the entire agreement and contract between the parties:

1. **LIMITATION OF MARINA LIABILITY:** Brest Bay Marina, its agents and servants assume no liability whatsoever for, and the Owner hereby agrees to assume full responsibility for all loss, damage, theft, fire vandalism, malicious destruction, strikes, riots, acts of terrorism, Acts of God, loss resulting from inclement weather, rain, wind, snow, ice, freezing temperatures and dampness. Brest Bay Marina shall not be responsible for loss or damage caused to any articles or equipment in said vessel; the owner assumes all risk of loss to articles and equipment in said vessel at all times referred to herein.
2. **INSURANCE:** Watercraft Owner acknowledges that Brest Bay Marina does not provide any insurance protection whatsoever, and agrees that watercraft, its contents and equipment including but not limited to motors, outdrives, etc. will be insured at all times for direct physical loss including but not limited to fire and theft, and watercraft liability with limits of not less than \$500,000/occurrence. Marina assumes no liability for fire, theft, or damage of any type or nature, to any watercraft, vehicle or any other items brought onto Marina premises rising out of or connection with the use of its facilities, and watercraft owner hereby holds harmless and indemnifies marina from any and all property or liability losses and waives any rights of subrogation of its insurer(s) may have or allege to have against Brest Bay Marina. By signing our contract, you are acknowledging that you hold sufficient insurance.
3. **HAUL OUT AND COVERING:** Prior to haul-out, gas tanks will not be filled completely. The Watercraft Owner is to deliver said vessel to the designated haul out location at Brest Bay Marina at its yard in Newport, MI, and Brest Bay Marina will haul same in its yard space for storage. Brest Bay Marina shall not be required to furnish any covering or protection to the vessel.
4. **TIME PERIOD DECLARED/STORAGE FEES:** The time period covered by this agreement is understood to be from the date contracted until the ending date that corresponds to the type of storage chosen. The Watercraft Owner agrees to remove said vessel on or before the applicable ending date for the type of storage selected. Boats that remain in indoor or outdoor storage past May 31st will be charged a monthly storage fee, and a re-launch fee of \$3-4/foot.
5. **PAYMENT:** All outstanding accounts will be paid in full prior to a winter storage contract being accepted.
6. **OUTSIDE LABOR (CONTRACTORS):** The Watercraft Owner may work on the vessel while stored in outside storage. All outside labor must be pre-approved by Brest Bay Marina and must provide proof of insurance with liability limits equal to Marina liability limits. Any pre-approved outside labor must check in at Marina's office during Marina's business hours before entering Marina's yard. The Watercraft Owner shall not use open flames anywhere in Marina's yard. Watercraft Owner agrees that no work should be done on said vessel, except by Brest Bay Marina while the vessel is stored inside Marina's buildings. There will be no working on boats in the building.
7. **SERVICE WORK:** This is a marine storage contract only. Any additional services such as vessel winterization, maintenance, and repair work, or other services available at Brest Bay Marina will only be done when properly contracted for and paid for in advance. Work orders must be written prior to October 31st. This can only be done through the Brest Bay Marina Service Department and by the proper execution of proper forms and payment of the estimated cost of the service in advance. Any service desired is the Watercraft Owner's responsibility to confirm the service requested and completion of the same. Winterization is not guaranteed after the first freeze. Any questions concerning this paragraph should be directed to Brest Bay Marina Service Department.
8. **MARITIME AND POSSESSORY LIEN ON BOAT:** If the Watercraft Owner's vessel requires repair services, winterization, or other services to be performed during the term of this agreement, it is agreed that such services, if undertaken by the Marina, are necessary and proper to the preservation of the vessel in a seaworthy condition and, as such, shall constitute a maritime lien of the vessel. Owner acknowledges that Brest Bay Marina claims a possessory lien on the vessel pursuant to the Michigan Marina and Boatyard Storage Lien Act 1998 PA 362 (MCL 570.372 et seq.). Owner further acknowledges that the amounts owed to Brest Bay Marina, and secured by this lien, include, but are not limited to (i) storage fees incurred as a result of owner's failure to timely remove the boat from Brest Bay Marina, including, but not limited to, moving costs.
9. **AMENDMENT OF TERMS AND CONDITIONS:** Marina reserves the right to alter or amend the terms and conditions of this lease and license from time to time by (a) written notice to Watercraft Owner, and or (b) prominent publication by notice on Marina grounds. No failure of the Marina or its employees to enforce any of the terms and conditions of this agreement is or shall be considered to be a waiver of such terms and conditions in the absence of an express written waiver by the Marina.
10. **BREACH OF AGREEMENT:** In the event that Brest Bay Marina files suit for the breach of this agreement, both parties agree that the venue for the lawsuit shall be in Monroe County, MI.
11. **BREST BAY MARINA GENERAL AND SAFETY RULES AND REGULATIONS:** By the execution of this agreement, Watercraft Owner acknowledges that he or she has received, read, understands, and will comply with the Brest Bay Marina General and Safety Rules in effect on the date of this agreement. Any violation of said rules shall constitute a breach of this agreement and can result in termination of this agreement.
12. **"FOR SALE" SIGNS:** No "for sale" signs are allowed on boats without permission of management.
13. **REFUNDS:** There will be absolutely no refunds made under any circumstances.
14. **TRAILER STORAGE:** Brest Bay Marina assumes no responsibility for loss of, or damage by theft, fire, act of God, or otherwise to trailer while occupying space on the premise, or at an off-site location.

Please read and ensure understanding: Brest Bay Marina Company, LLC. will not assume responsibility for any personal injury to boat owners, members of their family and their guests while on the premises. Customers and their guests are not allowed in the rack and launch building for any reason. Ensure that all members of your group stay away from the forklift/travel lift working space. There are blind spots from the seat of operation. Brest Bay Marina Company, LLC. is not responsible for: trim tabs, swim ladders, speedometer pick-ups, transducers, trolling plates, antennas, lights, flags, tops, or stern drives left up. Nor are we responsible for trolling motors on boats if they interfere with the operation of the forklift. They will be removed from the boat. Nor are we responsible for any items left protruding outside of the boat hull.

I hereby certify that I have read the terms and conditions listed above, and they are accepted fully. Myself and my guests will adhere to these regulations. I further agree that Brest Bay Marina Company, LLC. shall not be liable at any time for any loss or damage whatsoever incurred by my guests or myself in the use of the facilities. I agree that any violation of the regulations will be cause for cancellation of my winter storage privileges without a refund.

Please make a copy of this agreement for your records as important dates and information are explained.