THE CITY OF EAST JORDAN **BOAT SLIP PERMIT AGREEMENT 2025 SEASON**

DATE			EMAIL_				_
NAME			HOME PHON	IE ()		-
ADDRES	SS		WORK PHON	NE ()		_
CITY			STATE		ZIP		
BOAT M	AKE		POWER	·	SAIL	YEAR	_
LENGTH	(<u>Include sw</u>	im platform and anchor p	oulpit) BEAM		_DRAFT		
REGIST	RATION NUMBER_						
INSURA	ANCE COMPANY						
	ATTACH	I A COPY OF REGISTE	RATION AND CE	RTIF	ICATE OF INS	SURANCE	
	SEASC	ON RENTAL RATES 30'	-	-	-	is \$5160	
		Preferred SLIP Number	<u> </u>				
Boats tha		he preferred slip must first IAW the attached chart. (nal length
DEPOS	SIT OF \$200.00 REQU	JIRED and is NON-REF PERMIT AGREEME	,			COMPANIED BY SIG	GNED
BALAN	CE OF FEE MUST B	E PAID ON OR BEFO NU	RE MAY 15 TH 202 ULL AND VOID	25 OT	HERWISE TH	IS AGREEMENT WI	LL BE
		******	******	****	****		
hereinafter i	referred to as "CITY",	ntered into thisandollowing terms and condit		, 2	2025, between the	e CITYOF EAST JORI	DAN,
1. <u>(</u>	Grant of Permit. PERM	IITTEE is hereby granted (a) at the EAST JORDAN	a permit for the use	e of a	boat slip for the	2025 boating season (a	s
C F	or boat without the adva	it is granted to a specific I ance written consent of the ported to and accepted in	e HARBORMAST	ER. P	artial disposition	of ownership by the	
a F	above at the subject mat PERMITTEE. Any cor	It is agreed that the purporina and that the subject benmercial use of the boatby termination of same and l	oat is to be utilized y the PERMITTEE	exclu and/o	sively for the per r his/her assigns	ersonal recreational use	of the
t	he slip so long as this s	es or other auxiliary craft torage does not extend be when the boat is out of the	yond the limits of t	he ass	signed slip, and p		
d c ii c s a	discretion of the CITY. Sown risk, occupy the as Indemnify, hold harmle occupation of said slip occupation in the event of Indigust the electrical, wa	staffing schedule set forth Utilities and services will signed slip prior to and af ss and defend the CITY fo outside and during the star an emergency, facility brater, fuel or sewage pump- usually high or low water	be provided according to the dates in the for any and all loses, ffing schedule. The reakdown or person tout services provided	ding to staffin dama CITY nel sh	o the schedule. It is schedule, progress or injuries in the reserves the risortages. The Cl	PERMITTEE may, at hivided, PERMITTEE sharesulting from PERMIT ght to adjust the staffing TY further reserves the	s/her all TEE'S g right to
	STAFFING SCHEDU (Advisory only)	<u>LE</u>					
Opening I Closing D	Dates May 15 th *	S Electricity/Water May 15 th ** Oct. 15 th **	Fuel May 15 th Oct. 15 th	M	mp-Out (ay 15 th ** ct. 15 th **		

Toilets are available year-round in City Hall during business hours. Water and Pump-out dates, may be opened later or closed earlier due to extreme weather conditions any given year.

- 7. Rental to Transients. To maximize public utilization of the marina facility, PERMITTEE agrees to notify the HARBORMASTER of PERMITTEE'S planned departure and return dates when a boat trip of 48 hours or more is contemplated by PERMITTEE. The CITY reserves the right to rent to transient users the slip described herein, whenever the PERMITTEE vacates the facility for 48 hours or more, notwithstanding notification, if any, by PERMITTEE.
- 8. <u>Limitation of Liability.</u> PERMITTEE agrees not to sue the CITY, the State of Michigan, or any of it's departments, boards, commissions, officers, employees, or agents for any claims whether legal or equitable, arising under, or in any manner related, to the privileges granted in this Permit. PERMITTEE hereby releases, waives and discharges the CITY and the State of Michigan and all of their departments, boards, commissions, officers, employees, and agents from any and all liability to PERMITTEE, its officers, employees and agents, for all arising under, or in any manner related to, the privileges granted in this permit, whether caused by the State of Michigan or CITY or any of its departments, agencies, boards, or commissions, or any of their officers, employees, or agents.
- 9. <u>Indemnification.</u> PERMITTEE agrees to indemnify and save harmless the CITY and State of Michigan, all of their departments, agencies, boards, commissions, officers, employees and agents from any and all claims, demands, judgements and expenses, including attorney fees, for any and all loss, damage or injury to person (s) or property, or death arising under, or in any manner related to (a) this permit, (b) the activities authorized by this permit, or (c) the use or occupancy of the premises that are the subject of this permit as well as any CITY owned lands. This indemnification and save harmless agreement is intended to and shall extend to all loss, damage, injury to person or property, or death, proximately caused, in whole or in part, by the negligence or other tortious conduct of the CITY, its departments, boards, commissions, officers, employees or agents.
- 10. <u>Insurance.</u> Prior to docking the boat owned by the PERMITTEE, the PERMITTEE will be covered by a marine insurance policy (Hull coverage and protection and indemnity liability coverage), to identify PERMITTEE'S insurance company and the relevant policy on the reverseside of this permit, and to provide the CITY with a copy of said policy on demand.
- 11. <u>Termination by the CITY.</u> The CITY shall have the right to terminate this permit without cause by giving notice in writing to the PERMITTEE 72 hours prior to such termination; provided, that the PERMITTEE shall be entitled to a pro rata refund of the rental fee, if any, minus the deposit, paid in advance; and provided further, that no refund shall be made if the termination of this permit is due to PERMITTEE'S violation of any of the terms and conditions of this permit or the rules and regulations incorporated herein or such other reasonable rules and regulations as the CITY may publish, post and/or distribute from time to time.
- 12. Termination by PERMITTEE. The PERMITTEE shall have the right to terminate this permit and forfeit the deposit by giving notice to the City at least 72 hours in advance of such termination. If the termination is made prior to the May 15th opening date of the year in question, PERMITTEE shall be entitled to 100% refund of the rental fee, minus the deposit, if paid in advance. If termination is made prior to June 15th, of the year in question PERMITTEE shall be entitled to a 50% refund of the rental fee, minus the deposit, if paid in advance. If the termination is made afterJune 15th of the year in question, PERMITTEE shall not be entitled to a refund, but if the boat slip assignment is subsequently rented by the City for the balance of the season, a pro rata refund of up to 50% of the rental fee, minus the deposit, will be made to the PERMITTEE. The City shall not, however, be required to re-rent the vacated slip. Removal of Vessel Upon Termination of Permit. PERMITTEE agrees to remove or cause the boat and/or equipment thereon to be removed within ten (10) days after expiration of this permit. If the PERMITTEE fails to remove the boat and/or equipment thereon in a timely fashion at the termination of this permit, the HARBORMASTER shall have the option of:
 - a. Charging PERMITTEE daily rent upon a pro rata basis for the space occupied; or
 - b. Pursuing any other remedy available under the law.
- 13. <u>Possessory Lien.</u> The CITY shall be entitled to a possessory lien on said boat for any and all monies owned by the PERMITTEE to the CITY for said slip, storage, work performed, services rendered and materials furnished to the PERMITTEE or his/her boat.
- 14. <u>Slip Assignment.</u> The CITY reserves the right to reassign PERMITTEE'S slip location for any reason. If reassignment becomes necessary, the alternative slip shall be of equal or larger length. The CITY in its sole discretion reserves the right to move PERMITTEE'S boat to the alternative slip.
- 15. <u>Emergency.</u> In the event of an emergency affecting the boat or other boats or persons or property, the CITY in its sole discretion, reserves the right to move PERMITTEE'S boat, however the CITYshall not be required to provide this service. In the event such service is provided, PERMITTEE shall be billed at the current prevailing rates for the service rendered as said rates are posted in the HARBORMASTER'S office and PERMITTEE shall be required to pay all cost incurred by the CITY on PERMITTEE'S behalf. PERMITTEE shall indemnify and hold the CITY safe and harmless from any and all liability, injury, loss or damage caused by or resulting to PERMITTEE'S boat due to any emergency situation.
- 16. Compliance with Local Ordinance. PERMITTEE further agrees to comply with all laws and with police, fire and sanitary regulations and all other Ordinances or regulations of the CITY, COUNTY OF CHARLEVOIX, STATE OF MICHIGAN and any other governmental authority having jurisdiction over the EAST JORDAN HARBOR AND DOCK premises.
- 17. <u>Waiver.</u> Waiver of a violation of any of the foregoing terms and provisions shall not be construed as a waiver of any subsequent violation or violations.

- 18. <u>Severability.</u> It is mutually understood and agreed that all terms and provisions contained in this permit are severable and that in the event that any provision shall be held invalid by a competent court, this permit shall be interpreted as if such invalid term or provision or covenant were not contained in this permit.
- 19. <u>Construction.</u> This permit shall be construed and interpreted according to the laws of the State of Michigan.
- 20. <u>Binding Effect.</u> This permit shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.
- 21. <u>Clean Marina.</u> The East Jordan Marina is a designated "Clean Marina" and has implemented "Clean Marina Best Practices". Marina users shall not participate in practices that are contradictory to "Clean Marina Best Practices."
- 22. <u>Rules and Regulations.</u> The PERMITTEE agrees to comply with the terms and conditions of this permit and the rules and regulations governing the use of the EAST JORDAN HARBOR facilities attached hereto and incorporated herein and such other reasonable regulations as the CITY may publish, post and/or distribute from time to time.

CITY OF EAST JORDAN	DATE	BOAT OWNER	DATE

City of East Jordan

Harbormaster (231) 536-2166, harbor@eastjordancity.org

Police/Emergency 911

Fire 911

<u>EAST JORDAN HARBOR</u> RULES AND REGULATIONS GOVERNING DOCKAGE AND STORAGE

- 1. PERMITTEE shall keep the well, dock, storage area and adjacent areas free of debris.
- 2. The BOAT shall remain in seaworthy condition and not constitute a fire hazard or obstruction to navigation.
- 3. All PERMITTEE's and their guest's vehicles must be parked in the City Public Parking Lot adjacent to the EJ USA Headquarters Building. Note: NO TRAILERS ALLOWED
- 4. No swimming or diving will be permitted within the City of East Jordan Harbor or Dock premises with the exception of the Harbor staff.
- 5. Fishing into the Harbor from the City of East Jordan Pier, Dock or shore system is prohibited. PERMITTEES may only fish from their boats.
- 6. PEMITTEE shall not store supplies, materials, accessories or debris upon any walkway and shall not construct thereon any lockers, chests, cabinets, steps, ramps or other similar structures without express written permission from the Harbor Master. No baby buggies or roller skates/blades shall be permitted on the docks or adjacent areas.
- 7. All pets must remain on a leash or in a kennel when on the docks and adjacent areas.
- 8. Use of any open flame device, toxic chemicals or any other hazardous equipment or supplies in the docking or storage area is prohibited.
- 9. PERMITTEE shall not use the on dock electrical outlets to operate power tools, equipment or machinery, unless written permission has been given by the Harbor Master.
- 10. No Major BOAT repairs shall be made while in the slip or wet mooring area.
- 11. PERMITTEE agrees not to place or store gasoline or fuel of any kind in the BOAT or on any dockage or storage space except that which is specifically designed to hold such items (ie: BOAT fuel tanks). Fueling of the BOAT will be conducted at the City of EAST JORDAN GAS DOCK only.
- 12. Outside cooking of any type is prohibited on the docks, walkways and adjacent areas in the City of East Jordan Harbor Dock premises. No dish washing shall be permitted in any building on the City of East Jordan Harbor Dock premises.
- 13. Noise shall be held to a minimum, PERMITTEE and guests shall be courteous in operating motors, generators or accessories capable of producing loud noise so as to not create a nuisance, such noise, nuisance or disorderly conduct by PERMITTEE shall constitute cause for immediate removal from the Harbor Dock premises.
- 14. No refuse or polluting materials shall be thrown overboard or discarded. All garbage shall be placed into plastic bags before disposing into City of East Jordan trash containers.
- 15. PERMITTEE shall be responsible for the conduct of the PERMITTEE;s guests on the BOAT and on the Harbor Dock premises.
- 16. No advertising or soliciting shall be allowed on the Harbor Dock premises.
- 17. No commercial activities shall be permitted without express written permission from the City Commission.
- 18. All BOATs shall be registered immediately with the Harbor Master.
- 19. Docking of BOATs shall be at the sole and exclusive direction of the Harbor Master.
- 20. All fees shall be paid in advance unless otherwise authorized by the Harbor Master.
- 21. No rafting shall be permitted in the Harbor without express permission from the Harbor Master.
- 22. All BOATs shall operate at a slow no-wake speed in the Harbor area.
- 23. No throwing sports shall be permitted in the Harbor Dock premises.
- 24. No bicycles or motor vehicles shall be operated on the Harbor Docks with the exception of the Harbor Staff.
- 25. No camping shall be permitted on the Harbor Dock premises.

Should you have any questions or suggestions to improve our Harbor Facilities, please feel free to contact the Harbor Master or Attendant on Duty.

Slip Length	Rate 1	Rate 2	Rate 3	Rate 4	Rate 5	Rate 6	Rate 7	Rate 8	Rate 9	Rate 1
20	\$2,200	\$2,040	\$1,880	\$1,720	\$1,540	\$1,360	\$1,220	\$1,040	\$840	\$70
21	\$2,310	\$2,142	\$1,974	\$1,806	\$1,617	\$1,428	\$1,281	\$1,092	\$882	\$73
22	\$2,420	\$2,244	\$2,068	\$1,892	\$1,694	\$1,496	\$1,342	\$1,144	\$924	\$77
23	\$2,530	\$2,346	\$2,162	\$1,978	\$1,771	\$1,564	\$1,403	\$1,196	\$966	\$80
24	\$2,640	\$2,448	\$2,256	\$2,064	\$1,848	\$1,632	\$1,464	\$1,248	\$1,008	\$84
25	\$2,750	\$2,550	\$2,350	\$2,150	\$1,925	\$1,700	\$1,525	\$1,300	\$1,050	\$87
26	\$2,860	\$2,652	\$2,444	\$2,236	\$2,002	\$1,768	\$1,586	\$1,352	\$1,092	\$91
27	\$2,970	\$2,754	\$2,538	\$2,322	\$2,079	\$1,836	\$1,647	\$1,404	\$1,134	\$94
28	\$3,080	\$2,856	\$2,632	\$2,408	\$2,156	\$1,904	\$1,708	\$1,456	\$1,176	\$98
29	\$3,190	\$2,958	\$2,726	\$2,494	\$2,233	\$1,972	\$1,769	\$1,508	\$1,218	\$1,01
30	\$3,300	\$3,060	\$2,820	\$2,580	\$2,310	\$2,040	\$1,830	\$1,560	\$1,260	\$1,05
31	\$3,410	\$3,162	\$2,914	\$2,666	\$2,387	\$2,108	\$1,891	\$1,612	\$1,302	\$1,08
32	\$3,520	\$3,264	\$3,008	\$2,752	\$2,464	\$2,176	\$1,952	\$1,664	\$1,344	\$1,12
33	\$3,630	\$3,366	\$3,102	\$2,838	\$2,541	\$2,244	\$2,013	\$1,716	\$1,386	\$1,15
34	\$3,740	\$3,468	\$3,196	\$2,924	\$2,618	\$2,312	\$2,074	\$1,768	\$1,428	\$1,19
35	\$3,850	\$3,570	\$3,290	\$3,010	\$2,695	\$2,380	\$2,135	\$1,820	\$1,470	\$1,22
36	\$3,960	\$3,672	\$3,384	\$3,096	\$2,772	\$2,448	\$2,196	\$1,872	\$1,512	\$1,26
37	\$4,070	\$3,774	\$3,478	\$3,182	\$2,849	\$2,516	\$2,257	\$1,924	\$1,554	\$1,29
38	\$4,180	\$3,876	\$3,572	\$3,268	\$2,926	\$2,584	\$2,318	\$1,976	\$1,596	\$1,33
39	\$4,290	\$3,978	\$3,666	\$3,354	\$3,003	\$2,652	\$2,379	\$2,028	\$1,638	\$1,36
40	\$4,400	\$4,080	\$3,760	\$3,440	\$3,080	\$2,720	\$2,440	\$2,080	\$1,680	\$1,40
41	\$4,510	\$4,182	\$3,854	\$3,526	\$3,157	\$2,788	\$2,501	\$2,132	\$1,722	\$1,43
42	\$4,620	\$4,284	\$3,948	\$3,612	\$3,234	\$2,856	\$2,562	\$2,184	\$1,764	\$1,47
43	\$4,730	\$4,386	\$4,042	\$3,698	\$3,311	\$2,924	\$2,623	\$2,236	\$1,806	\$1,50
44	\$4,840	\$4,488	\$4,136	\$3,784	\$3,388	\$2,992	\$2,684	\$2,288	\$1,848	\$1,54
45	\$4,950	\$4,590	\$4,230	\$3,870	\$3,465	\$3,060	\$2,745	\$2,340	\$1,890	\$1,57
46	\$5,060	\$4,692	\$4,324	\$3,956	\$3,542	\$3,128	\$2,806	\$2,392	\$1,932	\$1,61
47	\$5,170	\$4,794	\$4,418	\$4,042	\$3,619	\$3,196	\$2,867	\$2,444	\$1,974	\$1,64
48	\$5,280	\$4,896	\$4,512	\$4,128	\$3,696	\$3,264	\$2,928	\$2,496	\$2,016	\$1,68
49	\$5,390	\$4,998	\$4,606	\$4,214	\$3,773	\$3,332	\$2,989	\$2,548	\$2,058	\$1,71
50	\$5,500	\$5,100	\$4,700	\$4,300	\$3,850	\$3,400	\$3,050	\$2,600	\$2,100	\$1,75
51	\$5,610	\$5,202	\$4,794	\$4,386	\$3,927	\$3,468	\$3,111	\$2,652	\$2,142	\$1,78
52	\$5,720	\$5,304	\$4,888	\$4,472	\$4,004	\$3,536	\$3,172	\$2,704	\$2,184	\$1,82
53	\$5,830	\$5,406	\$4,982	\$4,558	\$4,081	\$3,604	\$3,233	\$2,756	\$2,226	\$1,85
54	\$5,940	\$5,508	\$5,076	\$4,644	\$4,158	\$3,672	\$3,294	\$2,808	\$2,268	\$1,89
55	\$6,050	\$5,610	\$5,170	\$4,730	\$4,235	\$3,740	\$3,355	\$2,860	\$2,310	\$1,92
56	\$6,160	\$5,712	\$5,264	\$4,816	\$4,312	\$3,808	\$3,416	\$2,912	\$2,352	\$1,96
57	\$6,270	\$5,814	\$5,358	\$4,902	\$4,389	\$3,876	\$3,477	\$2,964	\$2,394	\$1,99
58	\$6,380	\$5,916	\$5,452	\$4,988	\$4,466	\$3,944	\$3,538	\$3,016	\$2,436	\$2,03
59	\$6,490	\$6,018	\$5,546	\$5,074	\$4,543	\$4,012	\$3,599	\$3,068	\$2,478	\$2,06
60	\$6,600	\$6,120	\$5,640	\$5,160	\$4,620	\$4,080	\$3,660	\$3,120	\$2,520	\$2,10
Over 60 ft	\$110/ft	\$102/ft	\$94/ft	\$86/ft	\$77/ft	\$68/ft	\$61/ft	\$52/ft	\$42/ft	\$35/