

**City of St. Joseph**  
West Basin Marina  
Boat Slip Lease Agreement Provisions

**NO ASSIGNMENT.** This lease is granted to a specific LESSEE, owner of the specific boat described in this lease. This lease is not assignable to any other person, entity or boat. Disposition of ownership by the LESSEE must be reported to the Authority and is subject to West Basin Marina Rules and Regulations.

**EMERGENCY.** In the event of an emergency affecting the boat or other boats or persons or property, the Authority, in its sole discretion, reserves the right to move the boat provided that the Authority shall not be required to provide this service. In the event such service is provided, LESSEE will be billed at the prevailing rate for the service rendered. LESSEE shall be required to pay all costs incurred by the Authority on LESSEE'S behalf. LESSEE shall indemnify and hold the Authority safe and harmless from any and all liability, injury, loss, or damage caused by or resulting to LESSEE'S boat due to an emergency situation.

**HOLD HARMLESS AND INDEMNIFICATION.** LESSEE shall be responsible for, hold harmless, and indemnify the City of St. Joseph, the Authority, and their agents, and employees from any and all liability, injury, loss or damage caused by or resulting from LESSEE acts or omissions.

**INSURANCE.** LESSEE agrees to arrange for the boat to be covered by a marine insurance with minimum single limit liability coverage of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for personal injury, bodily injury, and property damage with a company licensed and authorized to do business in the State of Michigan, and to provide the Authority with a certificate of coverage such that the Authority at all times has evidence of continued liability insurance coverage.

**LIMITED USE OF LEASE.** It is agreed that the purpose of this lease is to allow the LESSEE to dock the described boat at the West Basin Marina and that the subject boat is to be utilized exclusively for the personal recreational use of the LESSEE. Any commercial use of the boat by the LESSEE and/or his assigns is a violation of the Lease and will result in the immediate termination of same and loss of all rights and privileges afforded LESSEE.

**RENTAL TO TRANSIENTS.** To maximize public utilization of the boating facility, LESSEE agrees to notify West Basin Marina of planned departures and return dates whenever a boat trip of 24 hours or more is planned, as required by West Basin Marina Rules and Regulations.

**COMPLIANCE WITH LOCAL ORDINANCES.** LESSEE further agrees to comply with all laws, rules, regulations, and Ordinances of the City of St. Joseph, Berrien County, Michigan and any other governmental authority having jurisdiction over the West Basin Marina's premises.

**RULES AND REGULATIONS.** The LESSEE agrees to comply with the terms and conditions of this Lease and the West Basin Marina Operational Rules and Regulations together with such additional reasonable regulations as the Authority may hereafter from time to time adopt.

**SEVERABILITY.** It is mutually understood and agreed that all terms and provisions contained in this Lease are severable and that in the event that any provision shall be held invalid by a competent court, this Lease shall be interpreted as if such invalid term or provision or covenant were not contained in this Lease.

**TERMINATION BY AUTHORITY.** The Authority shall have the right to terminate this Lease if in the judgment of the Authority, after a hearing, the West Basin Marina Operational Rules and regulations are being violated.

**WAIVER.** Waiver of any of the foregoing terms and provisions, or violations thereof, shall not be construed as a waiver of any other terms and provisions, or subsequent violations thereof.

**BINDING EFFECT.** This Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

**REFUNDS.** The LESSEE understands and agrees that once this contract has been executed, NO refunds will be considered.

**CONSTRUCTION.** This Lease shall be construed and interpreted according to the laws of the State of Michigan.

**Lessee certifies that he/she is the SOLE OWNER (as defined by Section B3 of the Marina Rules) of the boat identified in this Lease.**

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Recreational Harbor Authority

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Boat Owner/LESSEE

West Basin Marina • 273 Marina Drive • St. Joseph • Michigan • 49085 • 269-983-5432