

Littlefield Township Hay Lake Marina Seasonal Boat Slip Permit

THIS PERMIT is for the boating season May 1 through October 31 and is subject to the following terms and conditions:

1. **GRANT OF PERMIT.** The PERMITTEE is hereby granted a permit of the use of a specified slip at the Littlefield Township Marina for the boating season as specified on the permit application. The boat slip shall be specified by Littlefield Township or its authorized representative. The overall length of the boat for which this permit is issued shall include any bow pulpit, swim platform and shall not exceed 26'. Boats are subject to measurement and providing an inaccurate boat length in the permit application may provide for termination of the permit with cause.
2. **ASSIGNMENT.** This permit is granted to a specific permittee, who is the owner of a specific boat as described on the permit application. This permit is not assignable to any other person and may not be used in conjunction with any other boat.
3. **LIMITED USE OF PERMIT.** It is agreed that the purpose of the permit is to allow the PERMITTEE to dock the boat described in the permit application at the subject harbor and that the subject boat is to be utilized exclusively for the personal recreational use of the PERMITTEE. Any commercial use of the boat by the PERMITTEE is a violation of the permit and will result in the immediate termination of the same and loss of all rights and privileges hereunder.
4. **AUXILIARY CRAFT.** Auxiliary crafts are not permitted.
5. **STAFFING SCHEDULE.** The Township Marina is staffed by Harbor Personnel from May 1st to October 31st each year. Utilities and related services such as rest rooms will be available during this period of time. In the event PERMITTEE elects to occupy the assigned slip prior to the above dates, PERMITTEE may do so, but shall not be entitled to the utilities or services and shall occupy the same at its sole and exclusive risk. Arrangements shall be made with the Harbormaster for early occupancy. The Township reserves the right to adjust the staffing schedule in the event of emergency, facility breakdown, or personnel shortage and further reserves the right to adjust the electrical, water, and sewage pump out service provided in the event of emergency, facility breakdown, record high water elevation, or such other circumstances that the Township deems of nature to justify such schedule adjustments. All boats shall be out of slips and water basin by November 1st of each year. Any craft not in conformance with this will be charged a daily rental fee, plus a fee to access said boat established by the Township board.
6. **LIMITATION OF LIABILITY.** To the extent allowed by law, the permittee hereby releases, waives, and discharges the Township of Littlefield, as well as all boards, and commissions of the Township, and the State of Michigan and all their respective departments, boards, commissions, officers, employees, and agents for all losses, injury, damage to person or property, or death and any claims or demands therefore, arising under, or in Littlefield, the State of Michigan or any of their departments, agencies, boards, or commissions, or any of their officers, employees, or agents.
7. **INDEMNIFICATION.** The PERMITTEE covenants and agrees to indemnify and save harmless the Township of Littlefield and the State of Michigan, and all of their departments, agencies, boards commissions, officers, employees, and agents from any and all claims, demands, judgements, and 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 of occupancy of the premises that are subject of this permit as well as other Township/State owned lands. This indemnification and save harmless agreement is intended to and shall extend to all loss, damage, and injury to person and property, death, proximately caused, in whole or part, by the negligence or other tortuous conduct of the Township/State of Michigan and its' departments, boards, commissions, officers, employees, or agents.
8. **NON-SECURE FACILITY.** The PERMITTEE understands that neither the Township of Littlefield, nor the State of Michigan or any of their respective boards, agencies or departments, will provide security to the form of oversight of the locations designated for the permittee's boat during the period of this permit. For all its permit locations of facility is, and the permittee so recognizes, a non-secure facility.
9. **INSURANCE.** The PERMITTEE shall arrange to be covered by marine/watercraft liability and hull insurance, to identify the insurance company on the Slip Permit Application, and to provide the Township with a copy of said policy certification. The insurance certification must show identification of the insured owner of the boat authorized to occupy the slip. Liability insurance coverage of at least \$300,000 for the authorized slip permit

holder. Coverage dates of the policy. The insured is obligated to provide continuation of the policy coverage for the duration of the slip permit period.

10. **REGISTRATION.** The PERMITTEE shall provide a copy of the boat registration or documentation showing ownership in the name of the slip permittee.
11. **TERMINATION BY THE TOWNSHIP.** The Township shall have the right to terminate this permit without cause by giving notice in writing to the PERMITTEE 72 hours prior to such a termination; provided that the PERMITTEE shall be entitled to a pro rata refund of the permit fee, if any, paid upon removal of the boat from the boat slip. A termination without cause and with a refund is not appealable.

The Township shall also have the right to terminate this permit with cause by giving notice in writing to the PERMITTEE 72 hours prior to such termination. No refund shall be made for just cause termination. Just cause shall include, but not limited to, the PERMITTEE'S violation of any of the terms and conditions of this permit, the permit, or violations of the Marina Rules and Regulations incorporated herein or such a reasonable rules and regulations as the TOWNSHIP may publish, post, and/or distribute from time to time.

In the event the PERMITTEE disagrees with a termination for cause and wishes a hearing on the termination, the PERMITTEE must within said 72 hours of receipt of the termination notice, submit the Harbor Master's office a written request for hearing setting forth PERMITTEE'S reasons why he/she does not believe the termination is justified.

Upon receipt of a written request for hearing, the Harbor Master will advise TOWNSHIP officials and a hearing will be scheduled at the TOWNSHIP offices before a three member panel composed of two TOWNSHIP Trustees, and an available boat slip Permittee chosen from the hat containing all permittees (Pull out five so that one could serve at any given time). Every effort will be made to schedule the hearing within three days of the receipt of the written request, but in no event, shall it be more than seven days from receipt.

At the hearing, the Harbor Master (or the Deputy) will present the reasons for the termination together with his/her observations. All relevant evidence, including hearsay, may be received and considered by the panel. Each party may, if they choose, present witnesses and written statements. All the terms of the PERMITTEE'S permit application and permit, as well as all posted or distributed harbor rules or regulations, are to be considered in evidence, and the panel shall consider the same.

The hearing will not be recorded, except the panel may use electronic recording equipment without a reporter if it chooses, and the standard of proof shall be by a preponderance of the evidence.

At the conclusion of the hearing, the panel shall render a written decision either upholding or overturning the TOWNSHIP's notice to terminate. The panel's decision shall be final and not appealable. If the PERMITTEE loses the appeal, the PERMITTEE shall remove his/her boat within 48 hours of the decision.

12. **TERMINATION BY THE PERMITTEE.** The PERMITTEE shall have the right to terminate this permit by giving notice in writing to the Township at least 72 hours in advance of such termination. If the termination is made prior to June 15th of the year in question, the PERMITTEE shall be entitled to a 50% refund of the permit fee, if any, paid in advance. If the termination is made after June 15th of the year in question, the PERMITTEE shall not be entitled to a refund, but if the boat slip is subsequently licensed by the Township for the balance of the season, a pro rata refund of up to 50% of the new permit fee will be made to the PERMITTEE. The Township shall not, however, be required to re-license the vacated slip.
13. **REMOVAL OF VESSEL UPON TERMINATION OF PERMIT.** The 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 timely fashion at the termination of this permit, the Township shall have the option of:
 - (a) Charging PERMITTEE daily permit fee upon a prorata for the space occupied, or
 - (b) Pursuing any other remedy available under the law.

14. **POSSESSORY LIEN.** The Township shall be entitled to a possessory lien on said boat for any and all monies owed by the PERMITTEE to the Township for said slip, storage, work performed, services rendered and materials furnished to the PERMITTEE for his/her boat.
15. **EMERGENCY.** In the event of an emergency affecting boat or other boats or persons or property, the Township, in its sole discretion, reserves the right to move the boat provided that the Township shall not be required to provide this service. In the event such service is provided, the PERMITTEE will be billed for the service rendered and the PERMITTEE shall be required to pay all costs incurred by the Township on PERMITTEE'S behalf. The PERMITTEE shall indemnify and hold the Township safe and harmless from any and all liability, injury, loss or damage caused by or damage caused by or resulting to PERMITTEE'S boat due to an emergency situation.
16. **COMPLIANCE WITH LOCAL ORDINANCES.** The PERMITTEE further agrees to comply with all laws and with all police, fire and sanitary regulations and all other Ordinances of the Township of Littlefield, County of Emmet, State of Michigan, and any other governmental authority having jurisdiction over Township premises.
17. **WAIVER.** Waiver of a violation of any of the foregoing terms and provisions shall not be constructed as a waiver of any subsequent violation or violations.
18. **SEVERABILITY.** It is mutually understood and agreed that all terms and provisions contained in this permit are severable, and that in the event that any provisions shall be held invalid by a competent court, this permit shall be interpreted as if such invalid terms or provisions or covenant were not contained in the permit.
19. **CONSTRUCTION.** This permit shall be constructed and interpreted according to the laws of the State of Michigan.
20. **BINDING EFFECT.** 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. **RULES AND REGULATIONS.** The PERMITTEE agrees to comply with the terms and conditions of this permit and the rules and regulations governing use of the Marina facilities and such other reasonable regulations as the Township may publish post and/or distribute from time to time.