



**ELMWOOD CHARTER TOWNSHIP  
MARINA SUMMER DRY DOCK RENTAL AGREEMENT**

THIS AGREEMENT shall be deemed effective on \_\_\_\_\_ between Elmwood Charter Township, a Michigan charter township, whose address is 10090 E. Lincoln Rd., Traverse City, Michigan 49684 (Township) and \_\_\_\_\_ (Boat Owner), whose address is \_\_\_\_\_.

**- RECITALS -**

- A. The Township currently owns and operates the Brewery Creek Parking Lot across from the Marina that is located at 13051 S. West Bay Shore Dr., Traverse City, MI 49684 (the Marina)
- B. The Marina and Brewery Creek Parking Lot are managed by the Township Harbormaster (the Harbormaster)
- C. Boat Owner desires to rent a boat and trailer parking space at Brewery Creek during the 2026 boating season
- D. The Township has the parking space availability at the Brewery Creek Lot to accommodate the Boat Owner's boat
- E. The parties, therefore, desire to specify their respective rights and obligations in this written agreement

**- AGREEMENT -**

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties hereby agree as follows:

- 1. The Boat Owner hereby warrants that they are the legal owner of the boat described below and that the following information is true and accurate:

Telephone(s): \_\_\_\_\_ / \_\_\_\_\_

Email(s): \_\_\_\_\_ / \_\_\_\_\_

Boat make: \_\_\_\_\_ Boat color: \_\_\_\_\_

Boat name: \_\_\_\_\_ Boat model: \_\_\_\_\_

Boat registration number: \_\_\_\_\_ Trailer license plate #: \_\_\_\_\_

Boat length: \_\_\_\_\_ ft \_\_\_\_\_ in Boat width/beam: \_\_\_\_\_ ft \_\_\_\_\_ in

*Boat length refers to the Length Overall (LOA) and includes: the bow pulpit, swim platform, and outboard motors. The LOA must fit inside the designated parking space.*

2. The Harbormaster hereby assigns Parking Space # \_\_\_\_\_ to the Boat Owner for the above-described boat. The Harbormaster, however, reserves the right, in the sole exercise of his or her discretion, to change the Parking Space # assigned to the Boat Owner when such change is necessary to improve the overall operations of the Marina. The parking space assigned to a Boat Owner may not be used in conjunction with any other boat.
3. The Boat Owner understands and agrees that only the above-described boat may be parked in the assigned parking space. If the Boat Owner desires to park a different boat, the Boat Owner shall obtain the prior written authorization from the Harbormaster.
4. The Boat Owner understands that any portion of the boat extending beyond the space is at risk of damage and as such assumes full responsibility for any and all damages incurred as a result of it extending into space. The Harbormaster reserves the right to ask any Boat Owner to remove their vessel from a space if the Harbormaster determines in the sole exercise of his discretion that the amount extending into the drive lane is excessive.
5. The parking space assigned in Paragraph 2 of this Agreement shall not be assigned or transferred to any other person or legal entity without the prior written authorization from the Harbormaster.
6. The term of this Agreement may be for the entire boating season—specifically from April 15 to October 31 of that year—or can be for a designated number of months or weeks.
7. The Boat Owner hereby agrees to pay the Township:
  - A) \$300.00 as the rental fee for the parking space if rented by the month (four weeks), or \$200 monthly if renting space for three months or more, in which case the boater will also receive a complimentary Seasonal Launch Pass.
  - C) \$100.00 as the rental fee for the parking space if rented by week.

This rental fee shall be for the time specified in Paragraph 7 above and shall be fully paid prior to the beginning of the agreed upon storage time.

8. Failure to submit a copy of the Certificate of Insurance, a copy of the boat registration, and make payment in full by the time storage begins will be deemed a rejection of this Agreement, and, as a result, the opportunity to rent a parking space in the lot will be lost.

9. The Boat Owner hereby agrees to comply with the Elmwood Township Marina Parking Space Rules and Regulations, which are attached hereto and incorporated herein by reference. The Township, however, reserves the right, in the sole exercise of its discretion, to revise the rules and regulations at any time. The Boat Owner then agrees to comply with the revised rules and regulations.
10. The Boat Owner understands and agrees that there are risks associated with storing a boat within the Brewery Creek Parking area, including but not limited to collision from other boats or vehicles. The Boat Owner agrees that they are not relying in any way upon the skill or intervention of the Township or Harbormaster to protect the boat should damage occur to the boat. The Boat Owner, therefore, assumes all risks associated with storing the boat within the Marina Parking Lot.
11. During the term of this Agreement, the Boat Owner shall obtain and maintain insurance coverage for physical damage to the boat. The hull should be insured to the actual cash value of the boat or in an amount determined by the Boat Owner.
12. Throughout the term of this Agreement the Boat Owner shall obtain and maintain public liability insurance in the sum of not less than FIVE HUNDRED THOUSAND and 00/100 DOLLARS (\$500,000.00) for damages relating to any one person. This insurance policy shall name Elmwood Charter Township as an additional interest.
13. The Boat Owner shall provide a copy of the certificates of insurance as required in Paragraph 12 above and a copy of the currently valid boat registration for the above-described boat to the Harbormaster at the time the rental payment is made.
14. To the extent permitted by law, the Boat Owner shall indemnify and hold harmless the Township, its officers, board members, assigns, agents, servants, employees, and insurance companies from any and all damages, legal fees or expenses, losses, claims and actions which may arise out of the Boat Owner's storage of the boat in the Marina Parking Lot.
15. The parties hereby agree to the following termination and remedy provisions:
  - a. The Boat Owner may terminate this Rental Agreement by providing the Harbormaster no less than fifteen (15) days prior written notice of the termination.
  - b. The Township may terminate this Rental Agreement under either of the following:
    - i. For cause if the Boat Owner violates any terms or conditions of this Agreement or its incorporated obligations. If the Boat Owner violates any of the terms and conditions in this Agreement, the Township shall have the option of terminating this Agreement with as few as three (3) days actual notice, or ten (10) days written notice to Boat Owner posted onboard the boat, without waiving any other rights herein.
    - ii. The Township retains the right to terminate this agreement without cause, at any time, upon ten (10) days written notice to the Boat Owner.
  - c. If this Rental Agreement is terminated under subparagraph a or b above, then any prepaid rent, fees, charges, or expenses shall be prorated and any surplus

returned to the Boat Owner. The Boat Owner shall then remove the boat from the space by the termination date so noticed. Nothing in this paragraph, however, shall waive any other right the Township has under this Agreement, at law, or in equity.

- d. If the Boat Owner fails to remove the boat from the space after the termination or expiration of this Agreement, the Township shall be entitled to do any or all the following:
  - i. Remove the boat and store at any location in the Marina or in any commercially reasonable manner, all at the expense and on the account of the Boat Owner, until all the Boat Owner's fees and charges are brought current.
  - ii. Lock the boat in place until all the Boat Owner's fees and charges are brought current.
  - iii. Charge the Boat Owner the daily rate of \$20.00 per day for so long as the boat remains in the Parking Space until all the Boat Owner's fees and charges are brought current.
  - iv. Exercise its right to a possessory lien on the boat for all monies owed by the Boat Owner to the Township.
  - v. Exercise any other right the Township may have at law or in equity.
16. The Township Marina is staffed by harbor personnel from January 1st through December 31 each year.
17. Any notice required under this Agreement by either party shall be in writing to the party to be so notified, delivered personally, or sent by certified mail, return receipt requested, to such address as noted herein, unless such address is changed and both parties have been notified consistent with this paragraph.
18. The parties agree that the validity, construction, enforcement and interpretation of this Agreement shall be governed by the laws of the State of Michigan.
19. This Agreement may be amended by the mutual consent of both parties that is documented in writing and signed by both parties.
20. The Agreement contains the entire Agreement of the parties hereto and supersedes all prior agreements and understandings, oral or written, if any, between the parties.
21. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed as if such invalid or unenforceable provision were omitted.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective the day and year first above written.

**ELMWOOD CHARTER TOWNSHIP**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Daniel Jenuwine, Harbormaster

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Boat Owner

Rental Period: \_\_\_\_\_

Total Amount Due: \_\_\_\_\_