

Elmwood Township Marina Schedule/Fees for 2017

Summer Seasonal Permit Fees (Boat length measured from the bow pulpit to the end of any swim platform or other protrusions). There is a 3% discount for cash or check payments:

	<u>Full Fee</u>	<u>Discounted</u>
30 Foot Slip	\$2420.00	\$2347.00
35 Foot Slip	\$2943.00	\$2854.00
38 Foot Slip	\$3368.00	\$3267.00
40 Foot Slip	\$3636.00	\$3527.00

Proportional increases are to be charged for extra-wide boats in extra-wide slips.

Moorings: Inside.....	\$875.00	\$850.00
Outside.....	\$721.00	\$700.00

Seasonal Ramp Usage Pass Fee (not including overnight parking)....	\$50.00
After August 15	\$30.00

Charter Fishing Vessel	\$100.00
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Transient Slip Daily Fees (14 days limit. State Waterways Rates):

25'\$30	29'.....\$35	33'.....\$41	37'.....\$46
26'.....\$31	30'.....\$37	34'.....\$42	38'.....\$47
27'.....\$33	31'.....\$38	35'.....\$43	39'.....\$51
28'.....\$34	32'.....\$40	36'.....\$45	40'.....\$53

Wall Rates: First 2 hours free, \$10.00 Hr. after 2 Hrs. Min. \$30.00 overnight

<u>Transient Daily Mooring Fee</u> (14 days limit)	\$12.00
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Daily Ramp Usage Fees (includes parking for that day only):

Non commercial (15 minute launch and retrieve).....	\$5.00
(Each additional 15 minutes)	\$10.00
Commercial (launch or retrieve).....	\$12.00

<u>Overnight Parking Fee</u> (not including ramp usage)	\$10.00
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<u>Boat Sewage Pumpout</u>	\$10.00
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<u>Commercial launching or haul out with crane</u>	\$15.00
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<u>Commercial mast stepping or removal</u>	\$12.00
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<u>Winter Storage Related Fees</u>	\$1.60 per sq. ft. with \$400 minimum + \$50 for masts stored off the boat
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<u>Off-season marina opening fees</u> (Nov. 1 – April 15)	\$25 for the 1 st hour + \$15 per hour or part thereafter
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Fees to offset the direct additional costs for special events such as boat races, fishing tournaments, etc. will be at the Harbormaster's discretion.

All rates are for the full season unless specified otherwise. Commercial launching, mast stepping or de-stepping and haul outs are allowed.

I hereby certify that the above rate schedule was adopted by the Elmwood Charter Township Board based on rates established by Michigan State Waterways Commission.

Connie Preston, Elmwood Township Clerk, 11/01/2016

Elmwood Township Marina Rules and Regulations 2017
The marina monitors marine radio channel 16

1. All boats shall register immediately with the marina office, and docking of boats shall be at the sole and exclusive direction of the acting Harbor Master.
2. No rafting of boats is permitted.
3. No daily boat launcher or other unauthorized boat may occupy or obstruct usage of a slip or buoy.
4. Transient moorings and slips are available for 14 days maximum duration. See the fee schedule.
5. Transient checkout time is 1:00 PM.
6. All fees shall be paid in advance.
7. When vacating a slip or buoy for more than 48 hours, the marina office shall be notified so that the slip can be used for transient boaters (a slip permit item). The transient will be out by the planned return time of the slip/buoy holder.
8. Dinghy onshore storage and dinghy docks are for moorers only. Slip-holder's dinghies, if not onboard the boat, may be in the water within the boundaries of the slip (a slip permit item). A dinghy must be removed from a slip or buoy during vacating absences of more than 48 hours. Marina staff assistance is available upon request.
9. Any boat in the harbor before May 1 (except slip permit holders) or after Oct. 31 must be approved by the Harbor Master and will be subject to additional fees according to the regular fee schedule (a slip permit item).
10. No charter or commercial vessels are permitted to operate from the marina slips or moorings.
11. No portion of the boat or its hardware shall overhang the dock or the docks rated length (a slip permit item).
12. Boat shore power cords must be at least 30-amp marine quality with waterproof attachment connectors. The boat electrical load shall not exceed the rating of the cord or the shore power outlet.
13. Noise shall be held to a minimum. Boaters shall use discretion in operating entertainment sound systems, motors, generators, accessories or engines capable of producing loud noise so as not to create a nuisance.
14. Lines and cables on sailboats shall be secured so that there will be no clanging caused in heavy winds (especially halyard lines against masts).
15. Slip and buoy users are responsible for their guests on their boat or on the premises. Any activity, including verbal comments, that causes a disturbance to the peaceful use and enjoyment of the harbor by other users may result in the offending person(s) being removed from the premises.
16. No refuse or polluting materials shall be thrown overboard or discharged. All garbage shall be put in plastic bags before depositing in the provided trash containers.
17. There shall be no storage of gasoline or other flammable liquids in/on any boat, dock area or storage space except in approved fuel containers with those containers properly marked. Flammable liquid spills are to be avoided. Accidental spills are to be reported to the Fire Department.
18. Use of any open flame device, toxic chemicals or any other hazardous equipment or supplies in the docking or storage area is prohibited.
19. Outside cooking of any type is prohibited on the docks, boats (except in the boat galley), walkways and adjacent areas on the premises. Activities of such will be allowed in designated areas only.
20. A slip-holder may not use electrical outlets to operate power tools, equipment or machinery unless permission has been given by the Harbormaster.
21. No major repairs shall be made to the boat while in the slip or wet mooring area. The marina office must be informed of arrangements made for outside boat repair services, and the service provider must provide certification of liability insurance.
22. The boat shall remain in seaworthy condition and not constitute a fire hazard or obstruction to navigation.
23. The operator of any watercraft must be in control of such watercraft within the harbor at all times.
24. No bicycles, motor vehicles, roller skates /blades, or other wheeled sports equipment are permitted on the docks or seawall area. No roller skates/blades or skateboards are allowed in the parking lot.

25. Slip-holders shall not store supplies, materials, accessories or debris on any walkway or dock and shall not construct thereon any lockers, chests, cabinets, steps, and ramps or otherwise alter the dock without express written permission from the Harbor Master.
 26. Mooring pennants are the full responsibility of the moorer, not the marina. They are to be 8 feet long twisted or braided nylon, as large as can be accommodated by the boat fittings and protected against chaffing. Connection is to be to the chain shackle, not to the mooring ball. Pennants should be inspected regularly and replaced when signs of wear appear. This is a boat and marina safety item.
 27. No boat over 35 feet in length shall be allowed to use a mooring buoy.
 28. No "For Sale" signs shall be displayed in the marina.
 29. No throwing sports are permitted at the marina.
 30. Setting off fireworks is not allowed in the harbor or on marina property.
 31. No swimming or diving is permitted in the harbor.
 32. No fishing or fish cleaning is permitted from the boats, docks or other premises of the harbor.
 33. All boats shall operate at a slow, no-wake speed in the harbor.
 34. No boat shall operate under sail inside the marina harbor entrance if it has auxiliary power available.
 35. All dogs shall remain on a leash and are the full responsibility of the dog owner, including dog waste pickup.
 36. No electric cords shall run across any designated driveway or walkway.
 37. Parking of vehicles shall be done in designated areas only, not on the grass or in fire lanes. Parking passes issued by the marina office are to be displayed in the front window on the rear view mirror with the number visible from the front of the vehicle. Whenever a parking problem occurs, please bring it to the harbor attendant for a solution.
 38. No camping is permitted on the premises (including dry sailors on boats).
 39. No launching, tying up of boats, rafts, or dinghies of any kind are allowed in the park area.
 40. All dock boxes must be approved by Harbormaster or Deputy Harbormaster. Dock boxes must be triangular in shape and fit in area provided.
- There is no charge for overnight parking for slip and buoy holders, but notify the office ahead of time.

Public rest rooms are open 24 hours a day during season. The boaters' facility is open continuously with key code access/proximity card available from the marina office. Day launchers use the public facility.

Boat waste pump-out is available and may be arranged at the marina office. See the fee schedule.

The Harbor Master, with the help of the marina staff, is responsible for enforcement of these rules. Verbal warning, followed by written warning, will assure communication of the violation before more severe corrective action is taken. See your seasonal slip permit for the extent of additional actions allowed.

All complaints and comments should be made to the acting Harbor Master. If a problem is not resolved a contact may be made with the Township Office.

Approved by the Elmwood Township Board on Nov. 14, 2005.

Elmwood Township Marina Seasonal Boat Slip/Buoy 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 for the use of a specified slip at the Elmwood Township Marina for the boating season as specified on the permit application. The boat slip shall be specified by Elmwood Township or its authorized representative. "Slip" for the purpose of this document is meant to include dock berths, mooring buoys and summer storage spaces. The overall length of the boat for which this permit is issued shall include any bow pulpit, swim platform and all other parts of the boat slip (also called the boat well) when assigned a dock slip. 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 this permit is to allow the PERMITTEE to dock, moor or store 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.** Dinghies or other auxiliary craft of a size suitable to be carried on board the boat may be water-stored in the dock slip so long as this storage does not extend beyond the limits of the assigned slip. Boats moored at buoys have on-shore dinghy storage. Dinghies must be removed from slips or buoys when the boat is away for more than one day. Permits are not issued to auxiliary craft alone.
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 an assigned slip prior to the above dates, PERMITTEE may do so, but shall not be entitled to any 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 a 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. **RENTAL TO TRANSIENTS.** To maximize public utilization of the boating facility the PERMITTEE must notify the Marina Service Desk Attendant of the PERMITTEE'S planned departure and return dates whenever a slip vacancy of 48 hour or more is contemplated by the PERMITTEE. The Township reserves the right to rent to a transient user the slip described herein, whenever the PERMITTEE vacates the facility for 48 hours or more, notwithstanding notification, if any, by PERMITTEE. This does not apply to summer storers.
7. **LIMITATION OF LIABILITY.** To the extent allowed by law, the permittee hereby releases, waives, and discharges the Township of Elmwood, 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 any manner related to, the privileges granted in this permit, whether caused by the Charter Township of Elmwood, the State of Michigan or any of their departments, agencies, boards, or commissions, or any of their officers, employees, or agents.
8. **INDEMNIFICATION.** The PERMITTEE covenants and agrees to indemnify and save harmless the Township of Elmwood and the State of Michigan, and all of their departments, agencies, boards commissions, officers, employees, and agents from any and all claims, demands, judgments, 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 this 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 it's departments, boards, commissions, officers, employees or agents.
9. **NON-SECURE FACILITY.** The PERMITTEE understands that neither the Township of Elmwood, 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.

10. **INSURANCE.** The PERMITTEE shall arrange to be covered by marine/watercraft liability 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.
11. **REGISTRATION.** The PERMITTEE shall provide a copy of the boat registration or documentation showing ownership in the name of the slip permittee. A dinghy registration copy shall also be provided if registered.
12. **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 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 to 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 one TOWNSHIP Trustee, a Parks and Recreation Committee member, 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.

13. **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.
14. **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.
15. **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.
16. **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 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.

17. **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 Elmwood, County of Leelanau, State of Michigan, and any other governmental authority having jurisdiction over Township premises.
18. **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.
19. **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 provision or covenant were not contained in the permit.
20. **CONSTRUCTION.** This permit shall be constructed and interpreted according to the laws of the State of Michigan.
21. **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.
22. **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.