

Rules, Regulations, and Policies for Menominee Marina

DEFINITIONS:

Bulkhead- western/inner steel sheeted wall.

Dock- fixed/rigid or floating structure, including the main pier and finger piers, at which boats are moored.

Dockage Permit/Agreement- common name given to the Seasonal Dockage Permit- Application and Agreement.

Fairway- traffic area between two docks.

Finger pier- walkway between two slips extending outward from the main pier (main walkway).

L.O.A. (length overall)- the total length of the vessel including all appendages such as a swim platform, bowsprit, bow pulpit, anchor chock, motor, davits, etc.

Main pier (main walkway)- area of the dock perpendicular to the sidewalk and bulkhead mainly used for pedestrian traffic.

Marina- Menominee Marina.

Marina Management Group (M.M.G.)- a volunteer group comprised of members of the M & M Yacht Club that manages the Menominee Marina for the City of Menominee through a lease agreement.

Marina premises- Harbor Masters' Office building; Fuel Dock Office ("Hut"); Water Works-Boaters' Lounge; entire breakwater which includes the northern wall including the flow gates, eastern wall (main breakwater), and southern wall; area from bulkhead between L and E docks to curb on eastern edge of Doyle Drive; area from bulkhead between E dock to southern wall to the eastern edge of Great Lakes Memorial Marina Park; parking lot near boat launch ramp; pet walk; all docks (L, A, B, C, D, E, F); waters within breakwater walls and bulkhead including the entrance channel.

Mooring (Mooring buoy)- buoy anchored in place within the Marina to which a vessel is tied.

Seasonal dockage holder (tenant)- a person who signs and dates a Dockage Permit/ Agreement and who pays their respective seasonal rate by a given date thereby leasing a slip or mooring buoy.

Seasonal Dockage Permit- decal issued by the Marina Management Group to all seasonal dock holders.

Short-term dockage- slip or mooring assignment given to a short-term visiting boater at no cost.

Short-term visiting boater- boater visiting the marina for a portion of a day but not to include an overnight stay.

Slow-No Wake speed- the slowest speed at which a vessel can still maintain steerage.

Transient- boater renting a slip or mooring on an overnight or multi-night basis.

Vessel- any motor, sail, or manually driven contrivance designed to be used for the purpose of recreation upon the water.

SECTION I --- SEASON SCHEDULE

1.01 The Marina will be staffed according to the schedule set for in this paragraph. Utilities, fuel, and other services will be provided according to the same schedule. Seasonal dockage holders may, at their own risk, occupy the assigned slip prior to and after the schedule (see 1.03 for further details).

STAFF & UTILITIES SCHEDULE:

Opening Date: May 15

Closing Date: Oct. 15

1.02 Marina reserves the right to adjust the electrical, water, fuel and/or sewage pump-out services in the event of an emergency, facility breakdown, or due to the effects of high water elevations.

1.03 The Marina assumes no responsibility for any items (hoses, lines, fenders, etc.) left by seasonal dockage holders after the close of the season. All boats must be out of the Marina as of noon on October 31. Anyone not out of the Marina by this deadline will be assessed \$100.00, and anyone not out of the Marina by November 01 shall lose his or her dockage facility for the next year.

SECTION II --- TRANSIENT AND SHORT-TERM VISITING BOATERS

2.01 All transient and short-term visiting boat operators shall contact the Harbor Master immediately upon entering the Marina via VHF-FM Marine Band Channel 09 to obtain dock space and information.

2.02 Transient and short-term dockage assignments will be made by the Harbor Master on duty. Transient boats will be limited to a seven (7) consecutive day docking/mooring period.

Transients must be out of the Marina for 48 hours before a new period may begin. The Harbor Master may use discretion in applying this rule if overcrowding is not a problem.

- 2.03 Transient boaters may reserve, in advance, any of the slips specially designated as reservable transient slips by making a reservation and providing a credit card number. All other transient boaters will be assigned dockage on a first-come-first-served basis. Transient boaters can, however, call up to four hours in advance of their arrival to the Marina via telephone or Marine Band Radio to obtain a dockage assignment.
- 2.04 All transient dockage fees shall be paid in full at the time of registration.
- 2.05 Check-out time is at 11:00 a.m. Transients desiring to stay beyond that time, but not overnight, shall contact the Harbor Master on duty for short-term dockage availability. Transients desiring to stay another night shall contact the Harbor Master on duty for a dockage assignment.

SECTION III --- SEASONAL DOCKAGE HOLDERS

- 3.01** Persons wanting to be considered as seasonal dockage holders for the upcoming season must have their deposit received by the date indicated in the literature that is mailed by the Marina Management Group via First Class Mail. Anyone not returning his/her **completed, signed, and dated** Seasonal Dockage Permit- Application and Agreement (Dockage Permit/Agreement) along with the appropriate deposit by the due date will be considered as not returning for the upcoming season. Any vacancies resulting from such will be filled according to the waiting list procedure (see Section VI). **DEPOSITS ARE NON-REFUNDABLE.**
- 3.02** Persons not having their balance postmarked by the due date will be assessed a \$100 late fee. If the balance is not paid by the opening date of the Marina that person will be considered as not returning for that season. Any vacancies resulting from such will be filled according to the waiting list procedure (see Section VI). **DEPOSITS ARE NON-REFUNDABLE.**
- 3.03** A Seasonal Dockage Permit is granted to a specific seasonal dockage holder, the owner of the specific boat described in the Dockage Permit/Agreement, and is **not** assignable or transferable to any other person, entity, or boat. The Seasonal

Dockage Permit entitles the seasonal dockage holder to dock the boat, so described, in the assigned slip or at the assigned mooring and assumes the subject boat is to be utilized exclusively for personal recreation by the seasonal dockage holder. Any commercial use of the boat by a seasonal dockage holder and/or his/her assigns is a violation of the Seasonal Dockage Permit and will result in immediate termination of same and loss of all rights and privileges hereunder.* Principle ownership of a boat is considered to be 51% ownership.

***EXCEPTIONS:** The Michigan Waterways Commission does allow commercial use of a vessel within the Marina. However, each application for commercial use is handled on a case-by-case basis and must meet City of Menominee and State of Michigan operating

requirements. In addition, the seasonal dockage rate will be at twice the published "Seasonal Moorage Rate" as prescribed by the Michigan State Waterways Commission.

3.04 Each seasonal dockage holder will be issued a Seasonal Dockage Permit decal for the boat listed on his or her Seasonal Dockage Permit- Agreement and Application. This decal must be affixed to such vessel in the following manner: **place the decal above the rub rail on the dockside quarter of your boat that is closest to the main pier.** Failure to have the decal properly displayed when the vessel is docked or moored within the Marina will result in the seasonal dockage holder being charged the transient dockage rate for each day in violation even if the seasonal dockage fee has been paid in full.

3.05 In accordance with Michigan Waterways Commissions rule No. C. 7. of Section XVI, ALL boats must fit within the confines of the assigned slip. The L.O.A. of such boats cannot exceed the actual length of the assigned slip. Further, seasonal dock holders shall tie their boats in a manner so that NO portion of their vessel hangs over the main pier (main walkway) or sticks out into the fairway. Any seasonal dock holder unable to meet this requirement will be re-assigned to a slip large enough to accommodate their boat and must pay any difference in fee. If no such slip is available that seasonal dock holder will be assessed a \$400.00 penalty and must apply to the Intra-Marina Move List requesting a slip large enough to accommodate their boat for the following season. Affected boaters who fail to apply for a larger slip or those who do not accept the larger slip when it is offered by the Marina Management Group will lose their seasonal docking privileges for that particular boating season.*

If no such slip is available the following season, that affected person must choose one of the following two options:

OPTION 1- The seasonal dockage holder shall pay a \$400.00 penalty and must apply to get on the Intra-Marina Move List requesting a slip large enough to accommodate their boat (this option is only available for a maximum of three (3) years).

OPTION 2- The seasonal dockage holder shall request, in writing, that their Dockage Permit Agreement be deemed void, and any payment made for that season be refunded. That person will then have to seek dockage elsewhere.

*EXCEPTION: Grand Father Clause- All 2002 seasonal dock holders will be grand fathered thus protecting them from any penalty and from losing their docking privileges. This clause only applies to the boat docked in 2002 provided that nothing has been added to that boat since 2002 which caused its length to increase (swim platform, outboard motor, downriggers(s), anchor roller/bracket, dinghy davits, etc.).

Rev. 02-10

3.06 A seasonal dockage holder who purchases a boat requiring a slip larger than that of their present slip assignment will no longer be grand fathered under 3.05 and must apply for the larger slip via application to the Intra-Marina Move List (see rule 6.03 for details on applying). The Marina is not automatically obligated to fulfill the seasonal dockage holder's need for the larger slip and will do so only if a slip of necessary size is available according the provisions described in the waiting list procedure (see Section VI for procedure).

- 3.07** Dinghies or other auxiliary craft of a size suitable to be carried on board the boat may be stored in the slip so long as this storage does not extend beyond the confines of the assigned slip and providing the dinghy or other auxiliary craft is removed from the slip when the boat is out of the Marina for more than one day. The dinghy or auxiliary craft may be stored on the dock directly in front of the slip provided the dinghy or auxiliary craft does not obstruct the main pier (main walkway), does not occupy more than twenty (20) inches of the main pier surface, and is no more than ten feet in length. The Marina Management Group does approve of an angle bracket support. The approved plan can be obtained from the Marina Management Group by E-mail or at the Harbor Masters' Office. As an alternate, but not in addition to, this dock space may be used for a dock storage box (dock box).
- 3.08 A dinghy storage dock, located at the south end on the Marina, is provided primarily for seasonal mooring holders.
- 3.09** In a situation where low water causes the seasonal dockage holder's current slip assignment to be unusable, he/she must submit a request in writing in order to be re-located to another slip within the Marina where the depth of water is sufficient for their boat. A prorated refund will be granted only if there is no other unoccupied slip with sufficient water depth available within the Marina and providing the request to re-locate is made no later than May 15. The Marina considers sufficient water depth to be where fourteen (14) inches or more exist(s) between the lowest portion of the vessel and the bottom of the Marina. In the event that the seasonal dockage holder is relocated, it shall be on a temporary basis, and every attempt will be made to return him/her to their previous slip assignment.
- 3.10 If a seasonal dockage holder dies, his/her spouse or other designated family member may make a written request to the Marina Management Group for a prorated refund of any payment made for seasonal dockage and/or dock box for the current or upcoming boating season.
- 3.11 The Marina shall have the right to terminate a seasonal dockage holder's Dockage Permit/Agreement without cause by giving notice, in writing, to the seasonal dockage holder within 72 hours prior to such termination provided that the seasonal dockage holder shall be entitled to a prorated refund of any seasonal dockage fee already paid. However, no refunds shall be made if termination of this permit is due to a seasonal dockage holder's (or their guest's) violation of any of the terms and conditions of the Dockage Permit/Agreement, any of the rules and regulations incorporated herein, or any such other reasonable rules and regulations as the Marina may publish, post and/or distribute from time to time.
- 3.12** The seasonal dockage holder shall have the right to terminate their Dockage Permit/Agreement by giving the Marina written notice. The seasonal dock holder shall **not** be entitled to a refund of the deposit, but will be entitled to a refund of the remaining balance provided that the written notice is postmarked not later than the due date for that balance.

- 3.13 Seasonal dockage holders agree to remove or cause the boat and/or equipment thereon to be removed from the Marina within ten (10) days after termination of their Dockage Permit/Agreement. If the seasonal dock holder fails to remove the boat and/or equipment thereon in a timely fashion after the termination of this permit, the Marina shall have the option of (a) charging daily transient fees or (b) pursuing another remedy available under the law.
- 3.14 Seasonal dockage holders shall not store supplies, materials, accessories, or debris upon any main pier or finger pier and shall not construct or install thereon or thereto any lockers, chests, cabinets, or similar structures. Under certain conditions structures and/or modifications including, but not limited to, steps, ladders, fender boards/fender board extensions, ramps, davits, or dinghy brackets/supports, may be added, but the seasonal dockage holder must obtain prior written approval from the Harbor Master Manager after completing the required form and submitting a sketch of the proposed plan. Any such structures or modifications shall be in good taste, made of pressure-treated lumber, affixed using screws and/or nut and bolts, structurally sound, and shall not protrude into any portion of the slip by more than two (2) inches beyond the wooden upright posts.* The Marina shall not be held responsible for any damages incurred to any such structures or modifications. Further, any expenses incurred by the Marina to remove any damaged structure(s) and/or modification(s) or expenses incurred by the Marina resulting from damage to Marina property caused by a structure(s) or modification(s) added by a seasonal dockage holder will be charged to the seasonal dockage holder making such modifications and/or additions. The seasonal dockage holder shall remove any such structures or modifications within ten (10) days after he/she vacates that slip due to an intra-marina move, termination of Dockage Permit/Agreement, or non-renewal of the Dockage Permit/Agreement. Failure to comply with the removal deadline will result in the assessment of a \$100.00 fee to cover costs of having Marina personnel removing such items.

***EXCEPTION:** protrusion by more than twenty (20) inches does not apply to the dinghy storage bracket approved by the Marina
Rev. 06-05

- 3.15 All docks boxes are to be rented from the Marina at the prescribed annual fee. No privately owned dock boxes are allowed on the docks. Seasonal dockage holders desiring a dock box must indicate that on their Dockage Permit/Agreement or via written memo and must have their dockage balance paid in full by April 20.
- 3.16 Seasonal dockage holders agree to arrange for the boat to be covered by a marine insurance policy (hull coverage and protection and indemnity liability coverage), to identify the seasonal dockage holder's insurance company and relevant policy information on the Dockage Permit/Agreement, and provide the Marina with a copy of said policy on demand.
- 3.17 When a slip is vacant due to the seasonal dockage holder being gone overnight or longer, the Marina Management Group has the sole and exclusive right to rent it out to transients.
- 3.18 Any seasonal dockage holder leaving the Marina via vessel shall notify the Harbor Master on duty as to the expected date and time of return to the Marina. The Harbor Master on duty, using this information, may assign seasonal slips or moorings to visiting boaters

(transients), on a temporary basis with a view of having that slip or mooring cleared for the return of its seasonal dockage holder. **Failure to notify the Harbor Master on duty as to your expected date and time of return may result in you being temporarily assigned to another slip or mooring until your slip or mooring is vacated.** Seasonal dockage holders shall also notify the Harbor Master on duty at least four (4) hours in advance of their return to the Marina if their trip plan is altered and an earlier return is anticipated. Efforts will be made to have the seasonal dockage holder's slip or mooring cleared by the time they arrive. However, it may be necessary to temporarily assign the seasonal dockage holder to another slip or mooring in the event that the transient boater presently occupying that slip or mooring cannot be located.

- 3.19** There is no guarantee of ingress to or egress from a slip during the Menominee Waterfront Festival. *Rev. 07-08*

SECTION IV --- MARINA RULES AND REGULATIONS (GENERAL)

- 4.01 Any watercraft entering the Marina must be seaworthy and not constitute a fire hazard or obstruction to navigation. Any boat that is a hazard shall be removed from the Marina immediately when directed to do so by the Marina Management Group, its agent, or representative.
- 4.02 In the event of an emergency affecting a boat or other boats, dock, pier, persons and/or property, the Harbor Master, in his/her sole discretion, reserves the right to move or re-secure any boat provided that the Marina shall not be required to provide this service. In the event such service is provided, the seasonal dockage holder shall be required to pay all costs incurred by the Marina or agent thereof for service(s) rendered.
- 4.03 Normal maintenance of boats shall be permitted, but this shall not include any major repairs or refinishing. In that case, special permission shall be obtained, from the Harbor Master on duty, to make repairs sufficient to remove the vessel from the Marina. Excessive use of Marina utilities such as water and electric power for unrelated uses such as washing automobiles will not be permitted.
- 4.04 Use of any open flame device, toxic chemicals, or any other hazardous equipment or supplies in the docking or storage area is prohibited.
- 4.05 Fireworks, other than those used by an agent or organization designated by the Menominee Waterfront Festival Committee, are strictly prohibited.
- 4.06 Smoking is prohibited in all Marina buildings and within the marked area at the Fuel Dock.
- 4.07 Gasoline or other fuels are permitted only in approved fuel containers specifically designed to hold that particular fuel aboard a vessel. No delivery of gasoline or other fuels into the fuel tank of any vessel from a tanker truck or by any other method of delivery while said vessel is in the Marina or upon its premises shall be allowed. Fueling shall be permitted only at the Fuel Dock from Marina fueling equipment.

- 4.08 Charcoal grills or other cooking devices may not be used on the wood decked piers. Placing grills or other cooking devices on the sidewalk adjacent to the west side of the Marina or using grills provided by the Marina which are installed near the foot of each dock is suggested for this purpose.
- 4.09 Noise shall be held to a minimum. Discretion must be used in operating motors, generators, or accessories capable of producing loud noise so as not to create a nuisance. Per Menominee City Ordinance 2:4.4 quiet hours are from 10:00 p.m. to 7:00 a.m. local time. Disorderly conduct shall constitute cause for removal from the Marina premises.
- 4.10 Disorderly or indecorous conduct, foul language, or actions which might cause injury or damage to persons or property by any person using, visiting or occupying a vessel within the Marina shall be cause for revocation of any permit issued, directly or implied, for use of the dock and related facilities. The seasonal dockage holder or his authorized agent shall be responsible for the conduct of all persons using, visiting, or occupying his/her vessel.
- 4.11 No loitering will be permitted in Harbor Master's Office or other areas of the building, or at the Fuel Dock Office ("Hut"). Those persons having business with the Harbor Master or his assistants are welcome to use the facilities required. Keys for the restrooms and the Water Works-Boaters' Lounge can be obtained from the Harbor Master. The appropriate deposit for the key should be paid upon receipt of the key and will be refunded upon return of same key. Keys to the restrooms (heads) may not be loaned to anyone but the immediate crew or guest(s) of the person to whom the key was loaned. The combination to the combination/key lock on the restroom doors (heads) and Water Works-Boaters' Lounge will be given to transients upon registration. For security reasons the combination will be changed on a regular basis.
- 4.12 Pollution of any kind is strictly prohibited. No garbage; refuse; oil, fuel, sludge, or other petroleum products; sewage or other waste materials; or any other polluting substance shall be thrown, discharged, or deposited, or permitted to be thrown, discharged, or deposited into the water, on the piers, docks, or shore areas of the Marina except in receptacles provided. Any disposal of waste oil, fuel, or other petroleum products shall be deposited in the container inside the Harbor Masters' storage room (not in the dumpster or storm drains). Please ask Harbor Master for assistance.
- 4.13 No rafting shall be permitted within the Marina without express permission of the Harbor Master on duty.
- 4.14 No watercraft shall be at anchor within the Marina.
- 4.15 Non-motorized sailboats and sailboards (wind surfers) are allowed in the Marina for the purpose of entering and exiting. The Harbor Master has the responsibility of policing those abusing the privilege.
- 4.16 All vessels underway within the Marina shall do so at a Slow- No Wake speed

- 4.17** Fishing will be permitted from the breakwater, sidewalk and main piers on docks only so long as such activity does not unreasonably interfere with the right-of-way of boaters using the facility. Likewise, as a courtesy, boaters shall not unreasonably interfere with fishing activities. Fishing on finger piers will only be permitted by the seasonal dockage holders (and their guests) assigned to that particular slip.
- 4.18 Sailboat rigging and halyards shall be secured while the vessel is docked or moored at the Marina or at the mooring in a manner that will insure against noise being produced during windy conditions.
- 4.19** No soliciting or advertising in the form of signs, placards, billboards, or banners shall be allowed on the Marina premises, but handout cards and literature can be placed in the Harbor Masters' Office, Fuel Dock Office ("Hut"), and/or Water Works-Boaters' Lounge upon approval of the Harbor Master Manager or a member of the Marina Management Group. The allowable sizes of postings are as follows:
- Personal: 5 1/2" X 8 1/2"
Of interest to the boating community: 8 1/2" X 11"
- 4.20 No commercial activities shall be permitted without express written permission from the Marina Management Group.
- 4.21 All pets in Marina area must be controlled on a leash, walked at the pet walk located at the north end of the Marina, and cleaned up after.
- 4.22 No throwing or launching sports shall be permitted on the Marina premises.
- 4.23 No swimming, diving, skin diving, SCUBA diving, or bathing shall be permitted in the waters of the Marina.
- 4.24** No bicycles, roller skates, inline roller skates (Roller Blades), skateboards, scooters, mopeds or other motor vehicles shall be permitted on the dock or finger piers. The use of bicycles on the docks by Harbor Masters for the purpose of conducting marina business (dock checks, customer assistance, etc.) or use of motor vehicles on docks by the Marina or its agents for the purpose of maintenance shall be permitted.
- 4.25 No storage of personal gear will be allowed in any Marina building.
- 4.26 The Marina Management Group (M.M.G.), its staff members, and hired contractors are solely responsible for maintenance of and/or repairs to the Marina premises, which also includes any and all equipment and property under the responsibility of the M.M.G. as listed in the contract between the M.M.G. and the City of Menominee. All other persons are authorized by the M.M.G., including seasonal tenants and transient boaters, are strictly prohibited from performing maintenance and/or repairs to such items. Maintenance and/or repairs include, but is not limited to, plank replacement, post (upright) replacement, pressure washing of docks including finger piers, electrical repairs, and painting.

07-09

SECTION V --- OTHER RULES AND REGULATIONS

- 5.01 No camping shall be permitted on the Marina premises.
- 5.02 All vehicles servicing or used in connection with any type of watercraft must remain on the regularly established roads or parking areas. When not in actual use, all cars, trucks, and other motor vehicles must be parked in the designated parking areas. For vehicles that will be parked at the Marina for more than 24 hours, please use the west side of Doyle Drive, the parking area east of the Water Works-Boaters' Lounge, or consider parking at the municipal parking lot located at the corner of 2nd Street and 8th Avenue.
- 5.03 No trailers or trailered boats are allowed on Doyle Drive. All trailers and trailered boats shall remain attached to the towing vehicle which must be parked in the northwest corner of the Marina parking area near the Water Works-Boaters' Lounge the north corner of the Marina parking area near the boat launch ramp, or in the municipal parking lot located at the corner of 2nd Street and 8th Avenue.
- 5.04 There is a designated boat launch ramp located on the north side of the Marina. Parking of vehicles and trailers on the launch ramp is strictly prohibited. Any vessels utilizing any other launching technique (cranes, etc.) must have express written consent of the Marina Management Group in advance. The launcher will assume all liabilities.

SECTION VI --- WAITING LIST PROCEDURE

- 6.01 A seasonal dockage holder selling his boat may allow the purchaser to use his/her dockage spot for the remainder of the season. The new owner, however, must apply for seasonal dockage via the waiting list if he/she intends on returning to the Marina the following year.
- 6.02 A seasonal dockage holder not intending to use their dockage assignment may relinquish the dockage facility to the Marina Management Group for subleasing provided the dockage holder's slip/mooring fee is paid in full. The seasonal dockage holder must complete, sign, and return a Sublease Application postmarked **no later than June 30**, before subleasing will be considered by the Marina Management Group. The Marina Management Group retains the sole and exclusive rights for all subleases. The Marina Management Group will use the waiting list as the sole source of potential sub lessees. Facilities relinquished to the Marina for subleasing will be subleased in the order in which the requests are received. The Marina Management Group will not solicit a sub lessee for a dockage facility until there are no vacant dockage facilities of the same type (slip or mooring buoy) and size (pertains to slips only) available within the Marina. If a sub lessee is found, the seasonal dockage holder shall be entitled to a prorated refund equal to no more than the full amount received by the Marina for the subleasing of the dockage facility, excluding any and all transient fees collected. Subleasing shall in no way limit the Marina Management Group from selling transient boater dockage in the absence of the dockage holder or sub lessee. All rights of dockage transfer to the sub lessee with the exception of the annual renewal of dockage for that particular facility. That right is held by the seasonal dockage holder (tenant). Subleasing is limited to two (2) consecutive boating seasons. Seasonal dockage holders may elect to use their slip or mooring until a sub lessee is found for their dockage facility.

If, at anytime, the dockage holder desires to rescind this request, the request SHALL be

made in WRITING. This request will not be honored, however, if the dockage facility has already been subleased prior to the Marina Management Group receiving the written request.

Rev. 02-10

- 6.03 It is the policy of the Marina Management Group to offer the previous season's slip/mooring holder (seasonal dockage holder) the right to retain their dockage assignment each year by paying the seasonal fee per a specified schedule. Thereafter, any openings in the Marina will be assigned by the following priority:

IN ORDER FOR A REQUEST TO BE INCLUDED IN ANY OF THE THREE TIERS OF THE WAITING LIST, IT MUST BE MADE IN WRITING BY SUBMITTING AN APPLICATION OBTAINED FROM THE HARBOR MASTERS' OFFICE OR BY ELECTRONIC SUBMISSION VIA THE INTERNET.

1. Persons already having a dockage assignment on a permanent basis, but wishing to change location or type of dockage assignment (Intra-Marina Move) shall have first priority. Such request must be in writing and will be considered on a first-come-first-serve basis.
2. Persons already having a dockage assignment on a sublease basis but wishing a to become a permanent tenant of the Marina shall have second priority. Such request must be in writing and will be considered on a first-come-first-serve basis.
3. All other persons by date of written application (either electronically or by submitting a Waiting List Application available from the Harbor Masters' Office).

As dockage or mooring facilities become available, either on a permanent or sublease basis, the next name on the Waiting List, which has indicated the available facility is acceptable, will be offered the vacancy. It is always an option, when making application to the Waiting List, to accept or reject a vacant facility on a sublease basis. Notice that accepting a vacancy on a sublease basis does result in a higher priority for a permanent assignment the following year.

SECTION VII--- WATER WORKS-BOATERS' LOUNGE

7.01 The bathrooms are your land home. Please keep them clean by wiping down shower, cleaning off counter top, cleaning mirror, and taking all your personal belongings.

7.02 Please keep all others areas clean by picking up and putting all items back to their correct place. Cleaning supplies are provided in closet marked in hallway if needed.

7.03 Children under 14 are not allowed in building unless supervised by a parent.

7.04 All guests of tenants must be accompanied by same.

7.05 No private or exclusive gatherings are allowed.

7.06 There are books, charts and other items for your use and are marked, "Property of Menominee Marina, please do not remove from premises."

7.07 The kitchen is not available for general use.

7.08 NO adding or deleting of computer programs is allowed. No games are to be installed.

7.09 Bulletin board: Messages may contain information of personal items for sale or information of general interest to fellow boaters. The maximum size for personal posting is 5 1/2" X 8 1/2' (half sheet). The maximum size for postings of general interest messages to the boating community is 8 1/2" x 11" (full sheet). All postings are to be submitted to the Harbor Master for consideration and approval by the Manager.

7.10 Unruly, intoxicated, or abusive persons or any persons found damaging or removing contents of this facility, or using profane or obscene language will lose their privileges to this facility, any dockage assignment they are registered to and face criminal prosecution.

SECTION VIII --- AGREEMENT, SEVERABILITY AND INDEMNIFICATION

8.01 All seasonal dockage holders, transients, and short-term visiting boaters agree to comply with all police, fire, and sanitary regulations and all other Ordinances of the City of Menominee, County of Menominee, and laws of the State of Michigan, and any other governmental authority having jurisdiction over the Marina premises.

8.02 Waiver of a violation of any of the foregoing terms and provisions shall not be construed as a waiver of any subsequent violation(s).

8.03 All seasonal dockage holders, transients, and short-term visiting boaters agree to comply with the terms and conditions listed and with the rules and regulations governing use of the Marina facilities attached hereto and incorporated herein and such other reasonable regulations as the Marina may publish, post and/or distribute from time to time.

8.04 The Marina shall be entitled to a possessory lien on any boat for any and all monies owned by a seasonal dockage holder or transient to the Marina for dockage, storage, work performed, services rendered, and/or materials furnished to the seasonal dockage holder, transient, or his/her boat.

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

8.06 All seasonal dockage holders, transients, and short-term visiting boaters covenant and agree to indemnify and save harmless the City of Menominee, County of Menominee, M & M

Yacht Club, Marina Management Group, State of Michigan, and all of their departments, agencies, boards, commissions, officers, employees, and agents from any and all loss, damage, or injury to person(s) or property, or death arising under, or in any manner related to (a) any issued permit, (b) the activities authorized by such permit, or (c) the use or occupancy of the premises that are subject of any permit as well as any other City or State 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 of Menominee, County of Menominee, M & M Yacht Club, Marina Management Group, State of Michigan, and all of their departments, agencies, boards, commissions, officers, employees or agents.

**For Further Information
Call 906-863-8498
or Write:**

**Marina Management Group
Menominee Marina
1000 First Street
Menominee, Michigan 49858**

WEBSITE: WWW.MENOMINEEMARINA.COM

**E-mail: MENMARINA@cybrzn.com
FAX: 906-864-0236**

Revised 03-05