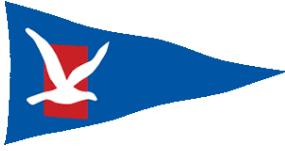


# SLIP/DRY SAIL LICENSE AGREEMENT



**Muskegon Yacht Club**  
3198 Edgewater St., Muskegon, MI 49441  
(231) 755 1414

**YEAR 20** \_\_\_ **SLIP #** \_\_\_\_\_

**DRY SAIL AREA** \_\_\_\_\_

**SLIP FEE \$** \_\_\_\_\_

## LICENSEE

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Phone: (     ) \_\_\_\_\_

Email: \_\_\_\_\_

## VESSEL

Name \_\_\_\_\_

Mfr. \_\_\_\_\_ Model \_\_\_\_\_

Length \_\_\_\_\_ Beam \_\_\_\_\_ Year \_\_\_\_\_

MC/ID # \_\_\_\_\_

## INSURANCE

Carrier \_\_\_\_\_

Policy Number \_\_\_\_\_

Dec. Page received     yes / no

## SIGNATURES

**Muskegon Yacht Club, Inc.**

\_\_\_\_\_  
Authorized Agent

Dated: \_\_\_\_\_

**LICENSEE:**

\_\_\_\_\_  
Dated: \_\_\_\_\_

**1. THE LICENSE.** Muskegon Yacht Club, Inc. ("MYC") does hereby grant to Licensee a license (the "License") to use the slip or dry sail area identified in the sidebar (the "Slip"), from May 1<sup>st</sup> through October 31<sup>st</sup> of the identified year, subject to the terms and conditions detailed herein. The License is a non-exclusive, revocable license to use the Slip during the term of the License.

**2. FEES AND DEPOSIT.** Licensee agrees to pay MYC the fee identified in this License (the "Slip Fee") at the time Licensee signs this License, or at MYC's sole discretion, such other time as designated by MYC in writing. Payment of the Slip Fee to MYC is a precondition to Licensee's use of the Slip.

**3. ACCEPTANCE AND USE OF SLIP.** Licensee accepts and acknowledges that the Slip is provided in its "as-is" condition. Licensee shall conduct its use of the Slip in compliance with all governmental laws, ordinances, rules, regulations, and ordinances, including without limitation all MYC rules (the "Red Book") which are incorporated herein by reference. Licensee shall make no alterations, additions, or improvement to the Slip without the written permission of MYC. Licensee may not assign or sub-license any portion of the Slip. Licensee shall return the Slip to MYC upon the expiration of this License in as good a condition as upon the commencement of the License term. In addition to Red Book requirements, Licensee agrees and acknowledges that it is illegal to dispose of fish waste in the water. No fish cleaning may occur on the docks or the premises. Any fish waste must be sealed in bags and disposed of in trash containers. Pet waste must be collected in bags and disposed of in trash containers. Use designated pet areas in front of the club. Bags are provided for pet waste. Overboard discharge of sewage, oil, or any other pollutant is strictly prohibited. All garbage must be placed in plastic bags and disposed of in appropriate trash containers. MYC has a pump out agreement with Torresen Marine to accommodate any vessel needing this service. Please contact them directly to schedule this service. Any and all spills must be reported immediately to Michigan EGLE. Use of ethylene glycol antifreeze for winterization is strictly prohibited. Non-toxic antifreeze must be used.

**4. REVOCATION.** MYC, in MYC's sole discretion, may revoke the License at any time for any reason not prohibited by applicable local, state and/or federal law. Licensee's sole remedy if the License is revoked is return of that limited portion of the Slip Fee as further described in the Red Book.

**5. INDEMNIFICATION.** Licensee shall indemnify and hold harmless MYC from any and all liability for loss, damage, injury or other casualty to persons or property caused or occasioned by or arising from any act, use or occupancy or negligence by or of Licensee or any of Licensee's agents, servants, guests, visitors, licensees or employees occurring during the term of this License or otherwise. In case any action or proceedings be brought or threatened against MYC, Licensee shall be responsible for all actual costs and fees, including actual attorney fees and litigation expenses, in defending and or resisting such action. MYC will not be liable for any direct, indirect, special, punitive, incidental, exemplary, or consequential damages, or any damages whatsoever, even if MYC has been previously advised of the possibility of such damages, whether in an action under contract, negligence, or any other theory, arising out of or in connection with this License.

**6. PROOF OF INSURANCE.** At all times during the term of this license, Licensee shall carry in full force and effect with insurance companies authorized to do business in the State of Michigan, policies of liability and property damage insurance with limits of at least \$300,000.00 per occurrence. MYC must be named as an additional insured. The insurance shall cover any and all damage done to MYC real and personal property, the Slip, and any other boats or equipment. Licensee shall not be entitled to use the Slip until proof of insurance satisfactory to MYC (e.g. a declarations page) has been provided to MYC by Licensee

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