

OMENA-TRAVERSE YACHT CLUB, INC.
Boat Slip Rental Agreement

1. **Parties.** This Rental Agreement is entered into on the _____ day of _____, 20____ by:
 1. (A) *Club.* Omena Traverse Yacht Club, Inc. (OTYC) leases certain bottom lands adjacent to the Club property at 4759 North Manitowahby Road, Omena, Michigan (called OTYC or the Club).
 2. (B) *Renter.* The OTYC Member(s) whose names and signatures are found below (jointly and severally called “Renter”).
2. **Boat Slip Rental.** Renter is an Adult Member in good standing (and not a Guest Member). OTYC rents Boat Slip # _____ to Renter under this Agreement. The slip rental fee is \$1,000.00 and the Slip may be occupied with Renter’s Watercraft from May 15 through September 15, 20____.
3. **Watercraft.** The Renter’s Watercraft is titled in the name of the Member and is a:

YEAR	LENGTH	MAKE	MODEL	MC NUMBER
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4. **Registration and Insurance Policy.** Attachment A is a copy of the Michigan Watercraft registration and a copy of a current Certificate of Insurance for \$1 million extending liability coverage to the Club insuring against any personal injury or property damage associated with the use of the Watercraft under this Agreement.
5. **Boat Slip Rental Policy.** Attachment B is the OTYC Boat Slip Rental Policy and Renter agrees that Renter and their guests will abide by this Policy.
6. **Non-Assignment.** Renter may not assign, sublet, or otherwise transfer or convey any portion of its interest under this Rental Agreement (except as allowed by ¶ 6 of the Boat Slip Rental Policy).
7. **Defense and Indemnification.** Renter will release, indemnify, defend and hold harmless OTYC (its officers, directors, members, attorneys, and contractors) for any liability, loss, damage, cost, or expense (including attorney fees) based on any claim, demand, suit, or action by any party with respect to any loss, personal injury (including death) to invited or uninvited guests or property damages from any cause arising in or out of this Rental Agreement and any Watercraft used or associated with the Slip during the term of this Rental Agreement.
8. **Renter Duties.** The Renter (or another adult Member of the Club) shall be present at all times and be in the Watercraft when entering or exiting from the Slip.

OTYC BOAT SLIP RENTAL AGREEMENT

RENTER _____

OTYC COMMODORE INITIALS _____

Rev. 1/22/2023

9. **Binding Effect.** This Rental Agreement binds and benefits the parties and their successors, assigns personal representatives, guardians and conservators.
10. **Arbitration.** Any claim or controversy arising in or out of this Rental Agreement, use or occupancy of the Slip, including any claims by or against invited or uninvited Guests, OTYC or its Members is subject to final and binding arbitration under the American Arbitration Association Commercial Arbitration Rules and a judgment may be entered upon the award in any court with jurisdiction; all arbitration hearings shall be conducted in Omena, Michigan before an arbitrator licensed to practice law in Michigan and with at least 15 years' experience in commercial law as an attorney, including at least five years' experience as the operator or owner of a Watercraft.
11. **Entire Agreement.** This is the entire Rental Agreement of the parties and no other express or implied agreement is binding. This Rental Agreement may only be modified by a writing signed by all parties.

OTYC Member(s)

Signed on the ___ day of _____, 20__

x _____ Name [Must Sign]

x _____ Spouse (if married) [Must Sign]

_____ Address

_____ City, State Zip

_____ Cell phone

_____ Alternate phone

_____ Email

Application Approved:

Signed on the ___ day of _____, 20__

x _____ Commodore

OTYC BOAT SLIP RENTAL AGREEMENT

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OTYC COMMODORE INITIALS _____

Rev. 01/22/2023

Attachments

A. Insurance and Watercraft Registration

B. Boat Slip Rental Policy

OTYC BOAT SLIP RENTAL AGREEMENT

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Rev. 01/22/2023

Attachment A

Insurance & Watercraft Registration

Attached to this Agreement is a copy of the following information provided by the Boat Slip Renter:

1. Current Michigan Watercraft registration (for the Watercraft described above)
2. Certificate of Insurance with _____ Insurance Company (Policy # _____) in effect from _____ (starting coverage date) until _____ (ending coverage date) for \$1 million extending liability coverage to the Omena- Traverse Yacht Club insuring against any personal injury or property damage associated with the use of the Watercraft under this Agreement.

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Rev. 01/22/2022

Attachment B
OMENA TRAVERSE YACHT CLUB, INC. Boat Slip Rental Policy

1. Slips #2 - 4 will be offered to OTYC members for seasonal rental (#1 reserved for Club Committee Boat and #5 is open to members for 2 hours/day or club event use).
2. The rental fee is \$1,000.00 per season which is May 15th through September 15th.
3. Only one rental request is available for each OTYC Member family while a particular vessel may be entered into the lottery only once.
4. Any requests for a seasonal slip rental must be delivered to the Waterfront Chair on or before February 1st of the Rental Year and include the vessel MC number. Contact: Bill Krusel at omena4076@gmail.com. The Club Member must confirm their request has been received by the Waterfront Chair.
5. On February 2nd of each year, a lottery will be held to determine the three OTYC Members selected to rent the available slips for the summer season. Members whose names are drawn in the lottery will have their choice of slip preference (1st name drawn receiving 1st choice and so on) and assignments will be communicated immediately.
 - (A). By March 1st, Renter will confirm the reservation by sending to the Commodore:
 1. Payment for slip rental fee
 2. Boat Slip Rental Agreement signed by both spouses (if Member is married)
 3. Proof of boat Insurance and Michigan Watercraft registration
 - (B) If these three conditions are not met by March 1st, the Waterfront Chair will draw another name from the lottery and assign a slip to that name. Slip preferences will be adjusted where necessary with the new lottery name receiving 4th choice of slip assignment.
6. Renters may share their slip with other OTYC adult Members only. This temporary practice is on a sublease basis and is to be arranged between the boaters, but only if the Renter provides the Waterfront Chair with corresponding proof of boat insurance (as required by Appendix B to the Boat Slip Rental Agreement) and a current Michigan Watercraft registration.
7. Boaters may use the Club ramp to launch and remove boats.
8. OTYC assumes no responsibility for safety and well-being of boats, personal property, boaters, guests or any personal injury or property damage.

END OF DOCUMENT

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Rev. 01/22/2023