



# HOLIDAY HARBOR MARINA, INC.

## 2019 SUMMER AGREEMENT

944 MAIN ST. P.O. BOX 527 HURON, OHIO 44839  
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Captain \_\_\_\_\_  
First Mate \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home # \_\_\_\_\_ Cell # \_\_\_\_\_  
Work # \_\_\_\_\_  
Occupation \_\_\_\_\_  
Email \_\_\_\_\_

Slip Assignment Pier \_\_\_\_\_ Dock # \_\_\_\_\_ 2nd Vessel \_\_\_\_\_  
Boat Mfg. \_\_\_\_\_ Model \_\_\_\_\_  
Year \_\_\_\_\_ Length \_\_\_\_\_ Beam \_\_\_\_\_ Reg.# OH- \_\_\_\_\_ - \_\_\_\_\_  
Boat Name \_\_\_\_\_  
Engine Mfg. \_\_\_\_\_ H.P. \_\_\_\_\_  
 Single  Twin  I/B  I/O  O/B  O/B 4-Stroke  Jet

Insurance Co. or Agency \_\_\_\_\_  
**40% OFF THE LESSER RATE FOR SECOND VESSEL OR PERSONAL WATERCRAFT UNDER SAME OWNERS NAME. BASED ON AVAILABILITY.**  
2<sup>ND</sup> Boat Name \_\_\_\_\_ OH # \_\_\_\_\_ Year \_\_\_\_\_ Length \_\_\_\_\_ Beam \_\_\_\_\_ Pier \_\_\_\_\_ Dock # \_\_\_\_\_  
2<sup>ND</sup> Boat Mfg \_\_\_\_\_ Model \_\_\_\_\_ Engine Mfg. \_\_\_\_\_ H.P. \_\_\_\_\_ Single \_\_\_\_\_ Twin \_\_\_\_\_ I/B \_\_\_\_\_ I/O \_\_\_\_\_ O/B \_\_\_\_\_ Jet \_\_\_\_\_ Other \_\_\_\_\_

### Trailer Storage

\$125 Inside Trailer Storage Jet Ski  
 \$175 Inside Trailer Storage Trailer Identification \_\_\_\_\_ License Plate # \_\_\_\_\_

**DOCKAGE (No city water or electricity)**  
**E-slip**  
 \$799 Wall Space 18' maximum size boat (22' section per boat)  
**B-slip, D-slip (water only)**  
 \$999 20' Floating Dock  
**B-slip**  
 \$1,499 26' Floating Dock  
**D-slip (water only)**  
 \$1,349 24' Floating Dock

**DOCKAGE (Includes city water & electricity)**  
 \$1,049 20' Floating Dock  
 \$1,399 24' Floating Dock  
 \$1,599 25' Floating Dock  
 \$1,649 26' Floating Dock (No electric)  
 \$1,799 26' Floating Dock  
 \$1,799 27.5' Floating Dock  
 \$1,849 28' Fixed Dock  
 \$1,949 28' Floating Dock  
 \$1,899 30' Fixed Dock  
 \$1,899 30' Floating Dock (no electric)  
 \$2,049 30' Floating Dock  
 \$2,249 32' Floating Dock  
 \$2,449 35' Floating Dock  
 \$2,899 40'x 6' Floating Dock includes (2) 30 amp service  
**Surcharge**  \$75 Dock Box with Refrigerator  \$25 Electric Golf Cart Charger (See back)

**SPECIALTY DOCK**  
 \$549 Jet Ski Drive-On Dock  
 \$649 Jet Ski Drive-On Dock w/rollers  
 \$100 Kayak Rack (limited availability)  
 \$350 Kayak Rack w/pool privileges  
**RAMP OPTIONS**  
 \$ 50 Ramp Pass Only  
 \$299 Ramp & Park Only  
 \$399 Ramp & Park Deluxe (includes 10 overnight guest dockage and use of swimming pool)

### ALL UNSECURED DOCKS WILL BE CONSIDERED OPEN AND AVAILABLE TO RENT AFTER SEPTEMBER 10TH FOR THE FOLLOWING SEASON.

TO SECURE A DOCK SPACE OR RAMP PASS ASSIGNMENT, YOU MUST RETURN THE SIGNED & DATED CONTRACT WITH CHOICE OF PAYMENT OPTION ALONG WITH REQUIRED DEPOSIT. ALL UNSECURED DOCKS WILL BE CONSIDERED OPEN AND AVAILABLE AFTER SEPTEMBER 10<sup>TH</sup> FOR THE FOLLOWING SEASON.

- #1 ( ) \$100.00 Deposit, balance due March 15th of contract season.
- #2 ( ) **Payment Plan:** I authorize HHM to use my credit card to bill equal monthly payments the 15<sup>th</sup> of each month and ending no later than March 15<sup>th</sup> of contract season. **YOU MAY PAY BY CHECK BEFORE THE 15<sup>TH</sup> BUT A CREDIT CARD # MUST BE ON FILE TO BE ON THE PAYMENT PLAN.**
- #3 ( ) Take **10%** discount off total with payment in full by cash or check before Sept. 10<sup>th</sup> of previous season or **5%** discount if paid by credit card. **Note: Dockage balance due in full by March 15<sup>th</sup> of contract season for all payment options. A 2% service charge on balance due per month after due date.**

DOCKAGE FEES PAID ARE NOT REFUNDABLE AND THIS AGREEMENT IS NOT TRANSFERABLE WITHOUT CONSENT OF THE MARINA. ALL DOCKAGE FEES NOT PAID BY APRIL 1ST WILL RECEIVE AN ADDITIONAL BILLING OF 2% PER MONTH ON THE UNPAID BALANCE. IN ADDITION, OWNER AGREES TO REIMBURSE THE MARINA FOR ANY EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES INCURRED IN THE COLLECTION OF ANY UNPAID BALANCE. THE UNPAID BALANCE SHALL CONSTITUTE A LIEN ON THE WATERCRAFT PURSUANT TO SECTION 4585.01 OF THE OHIO REVISED CODE.

**HOLIDAY HARBOR MARINA, INC. IS RECOGNIZED IN THE MARINE INDUSTRY AS AN OHIO CLEAN MARINA IT IS THE POLICY OF THIS MARINA TO PROTECT THE HEALTH OF OUR PATRONS, STAFF AND THE ENVIRONMENT BY MINIMIZING THE DISCHARGE OF POLLUTANTS TO THE WATER AND AIR.**

**I HAVE READ BOTH SIDES OF THIS AGREEMENT AND AGREE TO IT'S TERMS** The Owner agrees that in case of emergency an authorized person from Holiday Harbor Marina has the authority to board your vessel for the purpose of performing any necessary task to help insure safety of the Owner's Vessel. This service shall be charged to the Owner at the normal rate determined by the service and risk involved. This service in no way infers obligation or responsibility by Holiday Harbor Marina. The Lessee acknowledges that the rules and regulations attached hereto have been read and understood.

REFERRED TO HHM BY  Boat Show  Internet  Yellow Pgs.  Billboard  Magazine  Newspaper  Other \_\_\_\_\_  Person \_\_\_\_\_

First came to HHM in (year) \_\_\_\_\_ Years at HHM \_\_\_\_\_

OWNER SIGNATURE OR AUTHORIZED AGENT **X** \_\_\_\_\_ DATE \_\_\_\_\_

ACCEPTED BY HHM AGENT \_\_\_\_\_ DATE \_\_\_\_\_ DEPOSIT \$ \_\_\_\_\_

**OWNER SHALL:**

1. CARRY LIABILITY INSURANCE AND BE HELD RESPONSIBLE FOR ANY DAMAGE HE MAY CAUSE TO OTHER BOATS IN THE MARINA OR TO THE STRUCTURE OR FACILITIES THEREOF.
3. INCLUDING HIS AGENTS, EMPLOYEES, AND GUESTS COMPLY WITH ALL RULES AND REGULATIONS EST. BY HOLIDAY HARBOR MARINA
4. MAINTAIN BOAT IN A SAFE, CLEAN, ATTRACTIVE, AND SANITARY CONDITION AT ALL TIMES AND SHALL COMPLY WITH ALL REASONABLE REQUESTS OF THE MARINA MANAGER AS TO CONDITION AND APPEARANCE.
5. USE THE DOCK SPACE ASSIGNED TO HIS BOAT AND MUST HAVE SUFFICIENT MOORING LINES OF SIZE AND QUALITY TO PROPERLY AND SAFELY MOOR VESSEL. THUS PREVENTING DAMAGE TO SAID VESSELS & THOSE ADJOINING.
6. KEEP DOCK CLEAR OF ALL OBSTRUCTIONS SUCH AS ANCHORS, LINES, ETC. WHICH ARE CONSIDERED A HAZARD TO THE SAFETY OF ALL CONCERNED.
7. KEEP DOCK BOX IN PROPER LOCATION. MAXIMUM SIZE OF DOCK BOX **5' Wide X 3' Deep X 4' High**. LARGER DIMENSIONS WILL NOT BE PERMITTED. DOCK BOX WILL BE LOCATED BY HHM PERSONNEL AND SHALL REMAIN THERE.
8. PLACE WASTE AND REFUSE IN CONTAINERS PROVIDED. CHECK IN OFFICE FOR DISPOSAL OF WASTE OIL AND OLD BATTERIES.
9. BE RESPONSIBLE FOR THE ACTIONS OF THEIR GUESTS.
10. AT THE END OF THE SEASON OR UPON TERMINATION OF THIS AGREEMENT FOR ANY REASON, OWNER SHALL REMOVE BOAT FROM THE MARINA AT HIS EXPENSE UNLESS OTHER ARRANGEMENTS ARE MADE WITH THE MARINA MANAGER.
11. BE RESPONSIBLE FOR ALL FINES LEVIED TO HHM BY EPA, COAST GUARD, AND OTHER GOVERNMENTAL BODIES AS A RESULT OF A DEFECTIVE BOAT CONDITION OR OWNERS NEGLIGENCE.
12. PAY A **SURCHARGE** FOR DOCK BOXES WITH ELECTRIC REFRIGERATORS IN THEM.
13. PAY A **SURCHARGE** FOR ELECTRIC GOLF CARTS AND IDENTIFY GOLF CART WITH DOCK NUMBER ON BOTH SIDES OF CART IN 3" LETTER.
15. IF I AM BRINGING ANY GOLF CART, MOPED, OR OTHER SELF-PROPELLED VEHICLE ON TO THE MARINA PREMISES, I AGREE FOR THE TERM THAT THE VEHICLE WILL BE ON THE MARINA PREMISES TO KEEP IN FULL FORCE AND EFFECT A POLICY OF LIABILITY INSURANCE
16. KEEP JET SKIS ON TRAILERS IN ASSIGNED AREA - ASK FOR ASSIGNMENT NUMBER.
17. UNDERSTAND THAT THEY OR THEIR GUEST MAY BE PHOTOGRAPHED OR VIDEOTAPED WHILE DOCKING AT OR PARTICIPATING IN ANY EVENT HELD BY HHM AND GIVE PERMISSION FOR PHOTOS AND VIDEOS TO BE USED TO PROMOTE HOLIDAY HARBOR MARINA AND SUCH PHOTOS AND VIDEO WILL BE THE PROPERTY OF HOLIDAY HARBOR MARINA.
18. AND YOUR GUESTS, OBEY RULES POSTED AT THE HHM SWIMMING POOL.

**OWNER SHALL NOT:**

1. ENGAGE IN IMMORAL OR ILLEGAL ACTIVITIES AT THE MARINA OR VIOLATE ANY CITY, COUNTY, STATE, OR FED. LAW, ORDINANCE OR REGULATION.
2. NO PERSON, OTHER THAN OWNER'S FAMILY, SHALL ENTER UPON MARINA PREMISES TO WORK ON THE BOAT WITHOUT THE PRIOR APPROVAL OF THE MARINA AND SUCH WORK SHALL BE DONE AT THE FULL RESPONSIBILITY OF OWNER. ALL PERSONS EMPLOYED BY THE OWNER MUST REPORT TO OFFICE AND MEET INSURANCE REQUIREMENTS.
3. ASSIGN OR SUBLEASE DOCK WITH OUT THE PRIOR WRITTEN APPROVAL OF THE MARINA MANAGER. HOLIDAY HARBOR RESERVES THE RIGHT TO MOVE THE BOAT TO ANOTHER LOCATION.
4. ADVERTISE THE BOAT FOR SALE ON, OR AS BEING LOCATED, AT THE MARINA WITHOUT THE PRIOR CONSENT OF THE MARINA MANAGER AND ANY SUCH LISTING SHALL BE ON A BROKERAGE BASIS WITH THE MARINA, SO LONG AS THE BOAT IS DOCKED AT THE MARINA, IT SHALL NOT BE USED FOR ANY COMMERCIAL PURPOSE (INCLUDING RENTAL, CARRYING OF PASSENGERS FOR HIRE, OR FISHING CHARTER) WITHOUT THE PRIOR APPROVAL OF THE MARINA MANAGER. BROKERAGE FEE WILL BE 10%. ANY "FOR SALE" SIGN WILL CONSTITUTE A BROKERAGE CONTRACT. IF OWNER PROVIDES BUYER THE RATE IS REDUCED TO 5%.
5. USE AIR CONDITIONERS OR HEATERS UNLESS PRESENT.
6. ALTER ELECTRIC BOXES OR RECEPTACLES. ONE OUTLET PER BOAT. VIOLATORS WILL BE CHARGED \$50.
7. SMOKE IN ANY OF THE STORAGE BUILDINGS ON THE PROPERTY OF HHM.
8. ALLOW THEIR DOGS TO RUN FREE OR BE TIED TO A DOCK TO CAUSE UNSANITARY CONDITIONS AND EMBARRASSMENT TO OTHER DOCK OWNERS.
9. ALLOW EXCESSIVE NOISE CREATED BY LOUD TALKING OR PLAYING OF MUSICAL INSTRUMENTS, RADIOS, OR TELEVISION BETWEEN THE HOURS OF 11:00 PM AND 7:00 AM
10. AT ANY TIME SHOOT FIREARMS ON THE GROUNDS.
11. ALLOW FIRES OR GRILLING ON DOCKS OR WALK WAYS.
12. RECEIVE DOCKAGE REFUND.
13. BUILD ANY STRUCTURES OF ANY KIND WITHOUT WRITTEN APPROVAL OF HHM.
14. SET UP SLEEP TENTS, PARK ANY CAMPER VEHICLE, TRAILER OR MOTOR HOME IN FRONT OF DOCK. VEHICLES DRIVEN FOR TRANSPORTATION WILL BE PARKED IN DESIGNATED AREA. UTILITY HOOK UP PROHIBITED.
15. OCCUPY SLIP UNTIL PAID IN FULL.
16. DISPENSE FUEL TO BOAT IN WATER OR ON SHORE OTHER THAN AT FUEL DOCK. (City law & Clean Marina Program prohibit such activity)
17. REMOVE BACKFLOW PREVENTER FROM DOCKSIDE CITY WATER SPIGOT.  
HOLD THE MARINA LIABLE AS A RESULT OF ANY LOSS OR DAMAGE TO THE BOAT OR CONTENTS BY FIRE, WINDSTORMS, FLOODS, HAIL, THEFT, VANDALS, OR OTHER CONDITIONS BEYOND THE CONTROL OF THE MARINA. IT IS THE OWNERS RESPONSIBILITY TO INSURE THE BOAT. TRAILERS LEFT UNATTENDED SHOULD HAVE LOCK ON HITCH.
18. DISCHARGE HEAD WASTE WATER OR ANY OTHER POLLUTANTS INTO THE WATER.
19. ENGAGE IN ANY BEHAVIOR DETRIMENTAL TO THE MARINA, INCLUDING BUT NOT LIMITED TO, BEHAVIOR THAT RESULTS IN THE NECESSITY OF LAW ENFORCEMENT BEING CALLED TO THE MARINA TO RECTIFY THE SITUATION OR THE USE OF ABUSIVE OR INAPPROPRIATE LANGUAGE.

**HOLIDAY HARBOR MARINA (HHM)**

1. BOATING SEASON SHALL BE FROM APRIL 1 TO NOV. 20 PROVIDED THAT IT MIGHT BE EXTENDED WITH THE APPROVAL OF THE MARINA MANAGER
2. MAY RE-RENT DOCK IF BALANCE OF DOCKAGE IS NOT PAID PRIOR TO APRIL 1<sup>ST</sup>
3. MAY RE-RENT VACANT DOCKS ON A TEMPORARY BASIS.
4. SHALL NOT BE RESPONSIBLE OR HAVE ANY LIABILITY FOR ANY LOSS OR DAMAGE TO BOAT. (INCLUDING TOOLS, ACCESSORIES, EQUIPMENT, OR ANY PERSONAL BELONGINGS) OF OWNER OR OTHER OCCASIONED BY THEFT, FIRE, CYCLONE, FLOOD, WINDSTORM, HIGH OR LOW WATER, OR ANY OTHER CAUSE BEYOND REASONABLE CONTROL OF HOLIDAY HARBOR MARINA.
5. WILL NOT BE RESPONSIBLE FOR LOSS OR DAMAGE TO ARTICLES LEFT ON BOAT OR PREMISE.
6. MAY UPON BREACH OF ANY OF THE TERMS OF THE AGREEMENT BY OWNER, CANCEL AND TERMINATE THE AGREEMENT UPON 72 HOURS NOTICE TO OWNER. SUCH NOTICE MAY BE GIVEN PERSONALLY TO OWNER OR HIS CAPTAIN OR BY MAIL TO OWNER AT THE ADDRESS HEREINAFTER SET FORTH. NO RENTAL REFUND SHALL BE MADE UPON TERMINATION.
7. SHALL HAVE THE RIGHT TO TERMINATE THIS CONTRACT SHOULD THE OWNER VIOLATE ANY OF THE PROVISIONS STATED ABOVE AND SEIZE, RE MOVE, HAUL, STORE AND WINTERIZE ANY VESSEL OF AN OWNER WITH A DELINQUENT ACCOUNT, THIRTY (30) DAYS OR MORE PAST DUE, AT OWNER'S EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES. SHALL HAVE THE RIGHT TO RE-RENT THE DOCK SPACE OR ASSERT ANY OTHER LEGAL REMEDY AND THE OWNER SHALL PAY ALL OF HOLIDAY HARBOR MARINA'S EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES. FAILURE TO EXERCISE A REMEDY SHALL NOT WAIVE HOLIDAY HARBOR MARINA'S RIGHT TO DO SO IN THE FUTURE.

**FOR EVERYONE'S BENEFIT:**

1. PLEASE CONSIDER THE SAFETY OF YOUR CHILDREN AND HAVE THEM WEAR A LIFE JACKET WHEN AROUND DOCKS.
2. PLEASE NOTIFY THE MARINA MANAGER OF ANY TRESPASSERS, BROKEN DOCK POLES, ELECTRICAL OUTLETS, WATER LINES OR TIE DOWN CLEATS.
3. DURING LOW WATER LEVELS, IT IS RECOMMENDED THAT YOU BOW IN TO ALL SLIPS.