

TANGLEFOOT PARK RENTAL AGREEMENT



BOAT SLIPS ~ One fifth of the rental rate is required with your reservation as a refundable deposit. A refund of the deposit less a 10% administration fee will be issued if the cancellation is received 7 days prior to the reservation. Less than 7 days, the entire deposit is forfeited.

LICENSEE(S) *please print*

Name(s): _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: (____) _____ - _____ Cell Home Phone: (____) _____ - _____ Cell Home

Email: _____

Length/type of boat: _____ MC _____

DOCK ASSIGNMENT _____ *Seniority stays with the licensee, not the RV or boat.*

TERM OF LICENSE From: ____/____/2020 To: ____/____/2020 *Seasonal license is from May 1st-October 15th*

Deposit \$ _____ .00

Tanglefoot Dock Rental Fee \$1,250.00
Mill Point Dock Rental Fee \$ 900.00
(Must vacate Mill Point dock during the Wooden Boat Show)

CHECK OR CASH TO: VILLAGE OF SPRING LAKE, 102 W. SAVIDGE, SPRING LAKE, MI 49456

SIGNATURES

Village of Spring Lake

Licensee (I have read the rules on the reverse side)

By: _____
Its: Authorized Agent

(Signature)

Dated: ____/____/____

Dated: ____/____/____

In the event of an emergency, our first form of contact will typically be to knock on your door. Please indicate your preference for our second and third attempt to contact you:

2nd Attempt: Call Text Email

3rd Attempt: Call Text Email

EMERGENCY CONTACT (someone not living with you): _____

Phone: (____) _____ - _____ Cell Home Work Is a text acceptable? Yes No

Validation
Deposit:

Validation
Balance Due:

1. THE LICENSE

Village of Spring Lake (“**Village**”) does hereby grant to Licensee a license (the “**License**”) to use the assigned lot, common areas, and if applicable, boat docks, within Tanglefoot Park (the “**Premises**”), on the terms and conditions detailed herein. The License is a non-exclusive, revocable license to use the Premises during the term of the License.

2. LICENSE FEES AND DEPOSIT

Licensee agrees to pay Village the deposit amount at the time it submits this signed agreement to Village. The full balance of the license fee identified in this License (the “**License Fee**”) must be paid before Licensee may occupy the assigned lot. Payment of the License Fee to Village is a precondition to Licensee’s use of the Premises. Licensee must also pay the stated Dock Rental Fee before launching any watercraft.

3. ACCEPTANCE AND USE OF PREMISES

Licensee accepts and acknowledges that the Premises is provided in its “as-is” condition. Licensee shall conduct its activities on the Premises in compliance with all governmental laws, ordinances, rules, regulations and orders, including without limitation the ordinances and regulations of the Village of Spring Lake. Licensee also specifically agrees to abide by the following rules:

- ✓ Quiet hours are between 11:00 p.m. and 8:00 a.m.
- ✓ Licensee may have two pets per lot, and must immediately clean up after their pet. Dogs are not to be left outside, unattended and must be controlled on a leash. Pets must not annoy or constitute a danger to other guests. Current rabies inoculation certificate as required by State Law.
- ✓ Licensee is responsible for the conduct of their pet, children and guests.
- ✓ Overnight guests must register with the park manager.
- ✓ No person under the age of 18 may stay alone in a trailer overnight.
- ✓ No alcoholic beverages are permitted in the recreation area or in the park buildings.
- ✓ Smoking is allowed only on the patio of your assigned lot. No smoking or fishing is allowed on the boat docks.
- ✓ The Premises may be occupied only by the stated Licensee(s). Licensee is allowed one vehicle per occupant.
- ✓ The park manager must be notified if any trailer will be unoccupied for more than seven days.
- ✓ Clotheslines, drying racks and the outdoor drying or hanging of clothes are prohibited.
- ✓ Bird feeders are prohibited in all areas of the park.
- ✓ Licensee must bag and deposit all garbage and litter in the provided dumpsters. No trash generated outside the park may be placed in the dumpsters.
- ✓ Reservations for use of picnic area and recreation room must be made in advance with the park manager.
- ✓ Parking allowed in designated areas only. Parking allowed by trailers for no more than 30 minutes, and only for loading and unloading. No boats or boat trailers may be parked on the Premises. Visitors must park off-Premises. Neither cars nor trailers may be parked on patios.
- ✓ Motorcycles may be parked on patios but may not be used during quiet hours.
- ✓ Trailers must be kept clean and washed at least twice each season.
- ✓ Trailers may not exceed 40 feet in length.
- ✓ No motorized vehicles may be stored adjacent to the Premises for more than 48 hours without prior permission of the park manager.
- ✓ Only one watercraft permitted per leased slip.
- ✓ No fires of any kind are permitted, with the exception of gas grills used on your assigned lot and the fire pit installed in the common area. When using the fire pit, all Village ordinances must be followed.
- ✓ If your air conditioning is on, the windows and doors to your trailer must be closed.
- ✓ Sewer hose must have a water tight rubber collar.

4. REVOCATION

Village, at Village’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 in the event that the License is revoked is return of that portion of the License Fee attributable to the time revoked, provided however that the Licensee has not breached any term of the License.

5. INDEMNIFICATION

Licensee shall indemnify and hold harmless Village 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 Village, Licensee shall be responsible for all actual costs and fees, including actual attorney fees and litigation expenses, in defending and or resisting such action. Village will not be will not be liable for any direct, indirect, special, punitive, incidental, exemplary or consequential damages, or any damages whatsoever, even if Village 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. GENERAL

This License and the relationship between Licensee and Village are governed by the laws of the state of Michigan, excluding any applicable conflict of law provisions. All litigation, court proceedings, arbitration proceedings, mediation proceedings, lawsuits, court hearings and other hearings initiated by Licensee must and will be venued exclusively in Ottawa County, Michigan. If any part of this License is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this License shall continue in effect. This License constitutes the entire agreement between Licensee and Village and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the Licensee and Village. Fax and/or photocopied signatures shall have the same force and effect as an original signature. By signing this License, Licensee certifies that he/she is 18 years of age, has read and understands this License and acknowledges receipt of a copy of this License.