

The Parties hereto Agree As Follows:

1. The Owner hereinafter identified owns the boat slip hereinafter identified which is located in the DUNCAN BAY BOAT CLUB.
2. The Tenant hereinafter identified owns the Boat hereinafter identified.
3. Owner and Tenant agree upon Tenant's use of Owner's Slip for dockage of the Boat for the season hereinafter identified, on terms and conditions set forth herein.

WITNESSETH;

1. Owner leases the Slip to Tenant for dockage of the Boat during the period from _____ through _____ for a total rental fee of \$ _____ payable upon execution of this Agreement.
2. Tenant shall not hire or permit any labor on Boat, make any installation of machinery or equipment thereon or delivery of fuel thereto while the Boat is docked at the Slip.
3. Tenant agrees to comply with all applicable laws, public ordinances and the By-Laws of the DUNCAN BAY BOAT CLUB ASSOCIATION regulating Tenant's use of the Slip and rights hereunder.
4. Owner shall be responsible for all water and electrical charges attributable to the slip during the term of this Agreement.
5. All personal property and equipment of Tenant shall be kept within the Boat.
6. Tenant assumes sole responsibility for the conduct of Tenant's guests and invitees, maintenance of adequate dock lines, checking bilge water levels, moving the Boat to safety during emergencies, taking other action to insure the safety of the Boat within the DUNCAN BAY BOAT CLUB, and for any damage to person or property arising from Tenant's failure to fulfill Tenant's responsibility as herein contained
7. Tenant shall not assign this Agreement or sublet the Slip or permit use of the Slip for any purpose other than dockage of the Boat without prior written consent of Owner.
8. Owner assumes no responsibility for damage to, or theft of, Tenant's Boat or personal property or equipment, or for injury to Tenant or Tenant's guests or invitees unless such damage, loss or injury arises from the gross negligence of Owner.
9. Failure of Tenant to comply with the terms of this Agreement shall entitle Owner to terminate this agreement upon five (5) days written notice to Tenant.
10. This Agreement shall inure to the benefit of, and bind, the respective heirs, successors and assigns of the parties hereto.

11. The Owner: _____

Home Phone: _____ Business Phone: _____

Street Address _____

City: _____ State & Zip _____

12. The slip is No.: _____ Boat Name _____

13. The Tenant is: _____

Home Phone: _____ Business Phone: _____

Street Address _____

City: _____ State & Zip: _____

14. The Boat name: _____

Manufacturer/Model: _____

Length Overall: _____ Beam: _____ Draft: _____

15. Boat Insurance Company _____ Phone _____

Address _____

Contact Name _____ Policy No. _____

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of

_____ 20____.

TENANT: _____ OWNER: _____

I hereby acknowledge that I have received, read, understand and will abide the By-Laws for DUNCAN BAY BOAT CLUB.

TENANT: _____ (*Mandatory*)

Owner is required to submit the information on this page to DBBCA

NOTE: Renters will not be allowed to dock without prior lease receipt by Management.



2012 Boaters in Residence Directory Form

Please take a few minutes to complete the information below. If you were listed last year and there are no changes, fill in your name and write "SAME" across the form and your listing will remain the same. **Note: there are new fields this year!** If there are any changes, fill out the entire form!

If we do not receive this form from you, it will be assumed that you do not want to be in the directory.

You may pick up your copy after the Annual Meeting/Picnic in June at the Harbormaster Tower.

1st Person — Last Name: First Name:

2nd Person — Last Name: First Name:

Boat Kids (*who will be in residence on boat*):

Pet Name(s):

Slip #:

Boat Name: Power Sail

MMSI #

Slip Phone Number (*Land Line Only—List Home & Cell Phones Below*):

Cell Phone(s) (*Indicate who uses each cell phone*)

1st Cell Number: Shared _____'s Cell

2nd Cell Number: _____'s Cell

E-mail Address(es) (*Indicate who uses each e-mail address*)

1st E-mail Address: Shared _____'s Email

2nd E-mail Address: _____'s Email

Home Street Address:

City: State/Province: Zip/Postal Code:

Home Phone Number (*Land Line Only*):

Duncan Bay Boat Club Directory, 902 Boat Club Drive, P.O. Box 6041, Cheboygan MI 49721
or drop off at the Harbormaster Tower no later than June 3rd.

DUNCAN BAY BOAT CLUB RULE SUMMARY

This list of rules is only a summary of some of the more important Rules and Regulations at Duncan Bay Boat Club (DBBC). Although not all of the rules are included in this summary, owners and renters are responsible for complying with all of the rules including those in Article VI of the Bylaws.

1. When privately renting a slip, written notice must be given to the Association **prior** to boater's arrival.
2. Structural modifications or changes such as dinghy storage devices, swimming ladders etc. require Board approval. Carpeting is not permitted on docks or piles, except for a small throw rug for the purpose of wiping shoes.
3. No immoral, improper, unlawful or offensive activity and no unreasonably noisy activities allowed.
4. No cooking or open flames anywhere on the docks or finger piers. All cooking on boats must be done below deck. Food may not be prepared on the docks or in the Clubhouse.
5. Pets must be on leashes and not left unattended. Pets are not allowed inside the Clubhouse or in the pool area. Owners are responsible for cleaning up after their pets. No savage or dangerous animals are allowed.
6. No storage of supplies, personal property or trash allowed on Common Elements.
7. No drying, shaking or airing of clothing or other fabrics in Common Elements.
8. No bicycles, vehicles, chairs or benches may be left unattended on or about the Common Elements. Bicycles shall be stored onboard or in the bicycle racks provided. Bicycles, roller-skates, skateboards, and roller blades shall not be ridden on any dock.
9. All dinghies and other auxiliary craft not affixed to a boat must be securely moored wholly within the limits of a slip.
10. Temporary trailer parking will be permitted prior to Memorial Day and after Labor Day, with permission of the Harbor Master and in a location designated by the Harbor Master. The duration of the temporary parking shall not exceed 3 days and is limited to small trailers used for boating related purposes. All house trailers, camping vehicles, camping trailers, recreational vehicles, boat cradles and car haulers are prohibited. No inoperable vehicles are allowed. Commercial vehicles and trucks shall not be parked in or about the Condominium unless making deliveries or pickups in the normal course of business.

Boaters are encouraged to park away from dock ramps during periods of long term cruising. See the Harbor Master for the designated spaces. Parking is allowed in designated loading zones only for the purpose of loading/unloading equipment and supplies and shall not exceed 30 minutes.
11. No use of firearms, air rifles, pellet guns, B-B guns, bows and arrows or other similar dangerous weapons, projectiles or devices.
12. No "For Sale" signs may be displayed from boats.
13. No landscaping or planting of trees, shrubs or flowers or placing ornamental materials may be done without Board approval.

14. No unit shall be used for commercial activities, except bare boat chartering.
15. The entire marina, including the entrance channel all the way to the outer channel markers, is designated as a "No Wake Zone." Jet skis, windsurfers etc. are not to be operated or used in the Marina other than for egress and ingress to and from the bay at idle speed.
16. Substances put into the water must not cause a nuisance to any other boater and must not pollute the water in any way. No work that could potentially interfere with the rights, comforts or conveniences of others or that could potentially cause damage to the environment shall be performed. No re-fueling of gas or diesel is permitted. The cost of cleanup including material, labor and disposal shall be born by the person responsible for the discharge.
17. Halyards shall be tied off in a manner that keeps them as quiet as possible. No banging halyards.
18. Swimming Pool Rules:
 - A. No Lifeguard on Duty.
 - B. No Running, Diving or Jumping.
 - C. All beverages are to be in non-breakable containers.
 - D. Children 14 years of age and younger must be accompanied by an adult.
 - E. A member or renter must accompany all guests unless prior approval is given by the Harbormaster.
 - F. Pool hours are 9am to 9pm.
 - G. Swimming is not permitted in the marina. Swimming is allowed at the beach area.
19. Luggage carts are to be returned to their parking areas as soon as possible. In no case should they be gone for more than 30 minutes.
20. Trash must be bagged, tied and placed in one of the designated receptacles. Do not leave carts in refuse area! Hazardous material such as oil, gasoline, and antifreeze, etc. must be properly disposed of off site.
21. A boat's equipment and mooring lines shall be maintained in good working order.
22. Smoking is not allowed in the Clubhouse, Showers, or Harbormaster's office.
23. No person shall take from the clubhouse or from any premises owned by the Boat Club, any article belonging to the Boat club, except by permission of the Harbormaster. The Member or Renter shall pay for all damages to Boat Club property caused by their family or guests.

Please do not litter cigarette butts, candy wrappers etc.

Revised June 2008

Rules & Regulations Summary-2008

TO: DBBC Owners Renting Their Own Slips
FROM: DBBC Board of Directors

RE: Rental Contract **SEE NOTE**

REQUIREMENTS FOR PRIVATE SLIP RENTALS

According to Exhibit A Condominium Bylaws of Duncan Bay Boat Club, Article I Association of Co-owners Section 13, Page 13 addressing: Leasing of Units shall conform to the following:

(a) " **A Co-owner**, including the Developer, **desiring to rent or lease a Condominium Unit, shall disclose that fact in writing to the Association and shall supply the Association with a copy of the exact lease form for its review and for its compliance with the Condominium Documents.** If Developer desires to rent Condominium Units before the Transitional Control Date, it shall notify the Advisory Committee in writing."

(b) " Tenants or nonco-owner occupants shall comply with all the conditions of the Condominium Project and all leases and rental agreements shall so state. "

For our records, the rental fee can be struck out. It is not necessary to have that information for our files.

Please supply us with the necessary contract. Included please find an example contract, which you may use as a suggested guide. It is *not* one that we *direct* you to use. Also included is a list of Board of Directors approved Rules and Regulations. **Keep blank copies both of these as your file copies for future reference.**

NOTE: Renters will not be allowed to dock without prior lease receipt by Management!

All members considering private rentals must complete and return this form

This form must be signed and returned to the Duncan Bay Boat Club Association, along with a copy of the lease agreement with your renter prior to the renter's arrival to Duncan Bay Boat Club. Renters will not be allowed to dock prior to management receipt of a copy of your agreement. You are held responsible for the actions of your renters and their guests. Please review the Rules & Regulations with them. Unpaid fines will be assessed to the owners they rent from. Sample lease forms and the Rules & Regulations are available upon request by mail or phone at 231-627-2129 April 15 – October 15 or at 231-627-6660 when the club is closed.

"We understand the Duncan Bay Boat Club Association Liability Insurance does not cover us if we rent our slip directly to a third party (excluding the association rental pool) and that there is a likelihood that our homeowner's insurance will not cover the liability because it is considered a business."

Signature

Date