

Please complete and return with payment.

Season 2009

SILVER BAY MARINA
c/o City of Silver Bay
7 Davis Drive
Silver Bay, MN 55614
Application for Seasonal Slip

Agreement Between the City of Silver Bay and Undersigned Boat Owner
Official Season is May 15 to October 15 (Subject to Weather)
All Rentals are for a Full Season with NO REFUND
We are open 8:00 AM – 6:00 PM – 7 days a week
(After Labor Day 8:00 AM – 4:00 PM – 7 days a week)

IMPORTANT:
(Please Type or Print All Information)

Boat Owners Name _____ Boat Name _____
Color: Boat _____ Trim _____
Mailing Address _____ Registration No. _____
City _____ O.A. Length _____ Beam _____ Draft _____
State _____ Zip _____ Power _____ Sail _____
Home Phone _____ Business Phone _____ Email Address _____
Current Slip No. _____ Slip Preferences #1 _____ #2 _____ #3 _____
Name and Ages of Children _____
Dockage Start Date _____ Dockage End Date _____ Fee _____

IMPORTANT: Paragraphs A and B must be filled out completely.

A. Liability Insurance Co. _____ Policy No. _____
Insurance Agents Name _____

1. Please include certificate of insurance.

I understand that it is my obligation to carry liability insurance on my boat at all times during my seasonal slip rental. State of Minnesota., Division of Risk Management has determined that the insurance requirement will be \$500,000 minimum liability coverage.

B. My boat does not have a head.
 My boat has a head and conforms to the set regulations. Type of toilet system _____

1. This agreement is for the use of slip space only, and such space is to be used at the sole risk of the Boat Owner.
2. This agreement shall be in effect, unless sooner terminated in accordance with the following conditions, to wit:
 - a. By destruction of the anchorage facilities by fire, storm, or other calamity.
 - b. In the event the Boat Owner shall make a bonafide sale of the boat listed in this agreement.
 - c. By breach of default as provided in paragraph 3 below.
3. Boat Owner agrees to comply with all posted rules and regulations given to you, as fully as though they were set forth herein, and should breach of this agreement or violation of posted rules and regulations occur, this rental agreement shall terminate immediately, and the Marina may remove the boat from her mooring space and lift out if necessary at the Boat Owner's risk and expense and retake possession of the mooring space.
4. Waiver of any conditions by the Marina shall not be deemed to be a continuing waiver.
5. **RELEASE OF LIABILITY AND ASSUMPTION OF RISK.**

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS NORTHSORE MINING COMPANY, THE STATE OF MINNESOTA, DEPARTMENT OF NATURAL RESOURCES, AND THE CITY OF SILVER BAY, the owner, lessor and lessee of the premises known as Silver Bay Marina, their officers, officials, agents and/or employees ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE; except that which is the result of gross negligence and/or wanton misconduct. I understand and agree that this release of Liability covers all activities surrounding my use of the Silver Bay Marina and damage as the result of dust from the adjoining Northshore Mining Company facility.

I HAVE READ THIS APPLICATION FOR SEASONAL SLIP AND THE RELEASE OF LIABILITY AND ASSUMPTION OF RISK AT PARAGRAPH 5, FULLY UNDERSTAND THAT I HAVE GIVEN SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Date _____

Signature _____

(Boat Owner)