



2025
VILLAGE OF SUTTONS BAY
MARINA LEASE AGREEMENT

1. The Parties

The parties to this agreement are the Village of Suttons Bay, hereinafter called “Owner” and _____, hereinafter called “Licensee”.

2. Property

For the term of this Agreement, Owner hereby leases slip # _____, located in the Village Marina, to Licensee. The terms of this lease are only for the marina slip and do not include other privileges such as parks, benches, tables, or parking spaces.

3. Term

The term of this Agreement shall be for one season, beginning May 15, 2025, and ending October 31, 2025. Owner is not obligated to extend a lease beyond one season. At the termination of this lease, Licensee shall remove all personal property from the premises. If Licensee holds over on termination of this lease beyond October 31, 2025, Licensee shall be charged twice the daily rate as listed in the Villages Schedule of Fees until the slip has been vacated

4. Payment

Lease fees are due in full prior to placing any vessel in the slip. Lease fees are established by the Village Council and are listed in the Schedule of Fees.

5. Occupancy of the Slip

The slip shall not be occupied until a signed lease has been executed, the vessel’s registration and proof of insurance have been approved by the Harbormaster, and the Harbormaster has authorized the slip placement. No person or vessel may enter a slip without the Harbormaster’s authorization and no person may permit their slip to be used by another vessel or person not approved by the Owner.

The following vessel is hereby authorized to be placed in the above slip:

Make Of Vessel: _____ Overall Length: _____

Name of Vessel: _____ MC#: _____

Licensee may have only the registered vessel in the slip. Licensee may keep a dinghy in the slip, provided the dinghy is tied to or placed on the vessel, and does not protrude into any other slip or beyond the dock. For purposes of this Agreement, a “dinghy” is a human powered or outboard powered watercraft, less than 12’ in length, which is designed to carry people from their vessel to a dock or to shore. No dinghy may be kept in a slip unless the registered vessel is also in the slip. Any motorized dinghy must also be registered with Licensee, who must also provide the registration information required for a Vessel, and the dinghy must be registered in the name of Licensee.

6. Licensee's Duty to Maintain Premises

Licensee shall dispose of rubbish and garbage by placing it in a designated rubbish and garbage facility. Licensee shall keep the area and grounds in a clean and sanitary condition and shall comply with all federal, state and local laws. If there is damage to the unit or grounds which is the direct result of conduct by Licensee or Licensee's guest, Licensee may repair such damage at his own expense. If Licensee fails to make such repairs, and after being given notice by Owner, Owner may cause such repairs to be made and Licensee shall be liable for any reasonable expenses thereby incurred by Owner.

7. Alterations

No alterations, additions, or improvement, which would cause Owner to incur costs to restore the slip or grounds to its original condition, shall be made by Licensee without the written consent of Owner.

8. Noise

Licensee will not allow excessive noise or other activity which unduly disturbs the peace and quiet of other Licensee's or nearby neighbors. Owner will take reasonable steps to prevent others from similarly disturbing the peace and quiet.

9. Inspection of Property by Owner

Owner may enter the slip during reasonable hours to inspect to see if Licensee is complying with this Agreement, and to make repairs. Such entries shall not be so frequent as to disturb Licensee's enjoyment of the premises. If, however, Owner believes an emergency exists, such as fire or water damage, which requires immediate entry, such entry may be made. If an emergency entry occurs, Owner shall within two days notify Licensee of the date, time and purpose of entry.

Owner covenants that Licensee, upon paying their fees and performing all of the other provisions of this lease, shall peacefully and quietly have, hold and enjoy the premises during the term of this lease. Notwithstanding anything herein to the contrary, Owner shall not be obligated to enter into a new lease or agree to a continuation of possession of license.

10. Owner's Obligation to Repair and Maintain

Owner shall maintain the premises in a decent, safe and sanitary condition, in compliance with all federal, state and local laws, regulations and ordinances. If repairs are needed, Licensee shall promptly notify Owner.

11. Notice of Termination

Substantial violation of any provision of this lease or the Marina Ordinance may constitute grounds for termination of this lease. Upon termination of this Agreement, Licensee shall immediately vacate the premises, remove all property belonging to them, return all keys, and leave the premises as clean as they found it.

12. Subleasing

Licensee shall not assign this lease or sublet their slip to another vessel or person. Owner may, during an extended absence of Licensee, sublease their slip to another party. Licensee shall notify the Harbormaster when their slip will be vacant more than 24 hours. If Licensee does not notify Owner of their extended absence and Owner believes the slip will be vacant for an extended period, Owner may sublet the slip. If Licensee returns during the sublet period, Owner will make reasonable accommodations for Licensee until their slip has been vacated. No Licensee shall interfere with Owner's right to sublet a slip.

13. Holdovers

If Licensee holds over on termination of this lease beyond October 31, 2025, Licensee shall be charged twice the daily rate as listed in the Villages Schedule of Fees until the slip has been vacated.

14. Violations

If Owner has found Licensee to have disregarded this Agreement or any laws or Ordinances, Owner may refuse to lease a slip to Licensee in future years.

WHEREFORE WE, the undersigned, agree to the above terms of this Agreement and acknowledge having read or received Ordinance 3 of 2006 as amended by Ordinance 1 of 2012 and Ordinance 2 of 2017. The Ordinance can be reviewed online at: www.leelanau.cc/suttonsbayvill.asp.

Owner

Licensee

Harbor Master, Edie Aylsworth

Signature (typing your signature is legally binding)

Dated

Dated

PLEASE PROVIDE THE FOLLOWING INFORMATION

Please Print

Power _____ Sail _____

Length Overall _____ Draft _____ Beam _____

Name _____

Address _____

City _____

Phone Numbers: Home _____ Cell _____

Email Address _____

Persons Authorized to occupy vessel while in slip

