



City of East Chicago
3301 Aldis Street
East Chicago, IN 46312
Phone: 219.391.8482
Fax: 219.391.8418

Date _____
Amount _____
Check # _____
Receipt # _____
Verified Insurance Certificate: Y__ N__
Mail _____ In-person _____
EC Resident Discount
<small>*ALL NAMES AND ADDRESSES ON REGISTRATION, INSURANCE POLICY, DRIVERS LICENSE AND PERMIT MUST MATCH TO GET DISCOUNT</small>

APPLICATION FOR EC MARINA SLIP PERMIT

Summer Season Dockage

April 1, 2021 to October 1, 2021

CHECK OR MONEY ORDER (ONLY) PAYABLE TO: EAST CHICAGO MARINA

Wet Slip # _____ Dry Stack Ground Decals(1 boat, 2 car) # _____ Pass Code _____

OWNER NAME			2 ND NAME		
ADDRESS			ADDRESS		
CITY	STATE	ZIP	CITY	STATE	ZIP
PHONE#	CELL#		PHONE#	CELL#	
EMERGENCY NAME/PHONE #					
EMAIL			EMAIL		
<input type="checkbox"/> POWER <input type="checkbox"/> SAIL	BOAT NAME _____		WATERCRAFT ACCESSORY \$100 EACH, MAX 2 PER SLIP		
MAKE _____	MODEL _____	YEAR _____	ALL MUST FIT INTO THE CONFINES OF THE ASSIGNED SLIP		
LENGTH _____	WIDTH _____	DRAFT _____	OR BE CHARGED DAILY FEES 1) _____ 2) _____		
Is boat corp owned? Y / N Name _____			Is the applicant sole owner of the boat? Y / N Name _____		
INSURANCE CO. _____		PHONE# _____	POL# _____	BOAT REGIST. _____	VIN# _____

The undersigned applicant is applying for a license to use a designated space at the East Chicago Marina. Any license to use a designated space at the marina is a license at the sufferance of the City of East Chicago Port Authority and/or Marina (referred to collectively as "Marina") and may be revoked without notice for any reason or no reason at all. Under no circumstances is this Application to be considered a Lease or to grant any other contractual rights to the undersigned applicant, and under no circumstances is the granting of a License to be considered a Lease or to otherwise confer any contractual rights whatsoever upon applicant. **The TOTAL rental fee is to be paid upon Submittal of this Application WITH proof of Insurance no later than February 12, 2021.** If not paid in full by this date no license to use a designated space at the marina shall be granted. Slip and dry stack payments are not refundable. **The season shall run between April 1, 2021 and end October 1, 2021 ("Season").** Any license granted shall be for the anchorage only of the described vessel and watercraft accessory listed on this Application, which shall be Applicant owned, and for no other boat or watercraft accessory. Marina retains exclusive rights to assignments of space. Marina reserves rights to assign & reassign Applicant to any available space of Marina's selection at any time for any reason or no reason at all. Should ownership of the described boat change during the term of the agreement, no continuation of any license will be permitted without written consent and approval of Marina. Marina further retains the right to reassign the undersigned applicant's space on an overnight basis when it is temporarily unoccupied, all in accordance with these rules, regulations and policies of the Marina. **WATER ON DOCKS AND BATHROOMS TURNED ON MID-APRIL THROUGH MAY BASED ON CONSISTENT WEATHER TEMPS.**

NON-PERMITTED USE: Parties agree that the described boat that is the subject of this Application will not be used for commercial fishing, charter, lease, or for purposes other than as a private pleasure craft without specific written consent and approval of Marina.

INSURANCE: Applicant shall purchase and maintain at its own expense liability insurance on any watercraft and/or boat used at the marina with limits of not less than \$300,000 for bodily injury to persons, including death. Applicant shall also maintain property, fire, casualty and extended coverage insurance upon any watercraft and/or boat used at the marina with limits commensurate with the value of the watercraft and/or boat used at the marina. Proof of insurance shall be submitted at the time of Application. No passes or permits will be issued without proof of insurance on file. The City of East Chicago Port Authority and the East Chicago Marina need not be named as additional insureds on your property damage insurance policy. **Applicant shall keep insurance in effect at all times or risk being in default of the slip agreement at which time this agreement is subject to immediate termination. Marina will be named as recipient of notice of all cancellations or terminations. Insurance requirements set forth herein are subject to change at any time by the Marina.**

HOLD HARMLESS: As part of the consideration of this agreement, Applicant, his heirs and assigns hereby release and agree to hold Marina, City of East Chicago, City of East Chicago Port Authority and any all affiliated entities, agents, and assigns harmless from any and all liability for personal injury, loss of life and property damage to Applicant, his family, employees, invitees and agents, or other third-parties arising out of or in connection with the condition or use of the boat, motor and other accessories named in this contract, and the use of Marina premises; and the Applicants, for themselves, their heirs and assigns, hereby release Marina from any and all liability from loss or damage to the permitted/listed/described property boat, its gear or equipment, or the contents thereof due to fire, theft, collision, windstorm, accident or like causes occurring to said boat while on or about the Marina premises, whether said boat is parked, anchored or hauled by an agent of Marina or not. Under no circumstances is Marina to be considered as an insurer of Applicant's property. Applicant further understands that the Marina and/or the City of East Chicago Port Authority make no warranty for the quality, fitness or condition of the Marina or any of its amenities, including electrical wiring, electrical source, plumbing, gas pumps, roads, parking lots, etc., and hereby forever releases and discharge the Marina, City of East Chicago, City of East Chicago Port Authority and any all affiliated entities, agents, and assigns from any and all claims including but not limited to those for bodily injury, death or property damage excepting only for losses due to willful and wanton conduct of the Marina, City of East Chicago, the City of East Chicago Port Authority or its employees. I further agree that if I bring any lawsuit against the Marina, the City of East Chicago or the City of East Chicago Port Authority which is unsuccessful (results in a judgment against the undersigned applicant or a dismissal), I will pay all reasonable attorney's fees and lawsuit expenses expended by the Marina, City of East Chicago, City of East Chicago Port Authority and any all affiliated entities, agents, and assigns associated with said action.

BOATER INITIALS / DATE _____

I further understand that there are inherent and other risks involved in the water recreational activities connected with the use of a slip at the Marina and that injuries are an ordinary occurrence of this type of activity and I freely assume those risks. I understand that boating, swimming and recreational activities near or in/on open water can be dangerous and it is not possible to predict every situation and therefore there is no guarantee for my safety. Moreover, equipment may malfunction, safety mechanisms and other safeguards can lapse or malfunction, with or without the negligence of any party. I, therefore, release the Marina, City of East Chicago, City of East Chicago Port Authority and their respective boards, commissions, directors, agents and employees from any and all liability for damage resulting from any negligence on any of their parts, accepting myself and the full responsibility for any and all such damage or injury which may result.

MAINTENANCE AND REPAIRS OF WATERCRAFT: All repairs, modifications and maintenance performed on the premises of the East Chicago Marina, other than normal maintenance & repair by the watercraft owner, shall be done by a vendor registered and approved by the East Chicago Marina.

Additional Conditions of Any License Granted to Applicant:

- 1) Applicant covenants and agrees to abide by and faithfully obey all of the laws, rules, regulations of the federal government, State of Indiana, Marina, City of East Chicago and the East Chicago Port Authority, including any and all appropriate governmental agencies governing the ownership, maintenance and operation of applicant's boat.
- 2) Marina General Manager/Harbor Master is authorized to move and/or operate applicant's boat when necessary, to make repairs to the assigned "space", or, under emergency situations, after making reasonable effort to contact applicant for approval.
- 3) Dumping of treated or untreated effluent or sewage from heads of holding tank is prohibited in the marina. Any violation may result in immediate termination of this agreement, dismissal from the marina, and forfeiture of all privileges, payments and deposits.
- 4) Applicant acknowledges that the marina has all appropriate maritime liens, either state or federal, upon the boat, motor and accessories to assure any and all rental fees, repairs, gas, oil, marine hardware accessories, or other services or materials rendered to or supplied to applicant for use upon the above-described boat.
- 5) **Payment of Dry stack storage or Wet slip spaces must be paid in full prior to arrival of vessel.**
- 6) There shall be: no scheduling of any watercraft with unpaid balance; no admittance of any watercraft with an unpaid balance; and no storage spaces will be held with an unpaid balance. **All vessels at the East Chicago Marina must have a visible name on the boat and a current issued marina decal for proper identification.**
- 7) Jet Skis, Wave Runners, Dinghies, Inflatables & Kayaks are to be registered on your application. A decal must be purchased for each watercraft accessory. No more than two watercraft accessories which fit into the confines of your slip only.
- 8) Fishing and swimming off boat slips and boat piers are prohibited and will be strictly enforced.
- 9) Cleanliness of marina grounds, bathhouses and fish cleaning station is dependent on applicant, visitors, and launchers cooperation.
- 10) Applicants are required to inform the office 24 hours in advance regarding absences from slip (departure and arrival dates).
- 11) No motor homes or campers are allowed on the Marina premises. Trailers are only allowed inside the Marina gates pre and post season as you are preparing your boat for the water, no trailers throughout the official "summer season dockage dates".
- 12) No outside work will be allowed on boats on the premises of the East Chicago Marina ashore or afloat, without notification to the Marina Office. Contractors must sign in and out at the security gate.
- 13) If you replace or sell your boat, the office must be notified within ten (10) days of the sell or replacement.
- 14) No gas cans allowed; fuel must be purchased at gas dock. No flammables or garbage allowed in dock box.
- 15) Marina not responsible for unattended or abandoned boats or property on these vessels.
- 16) All boats storing at the Marina must be scheduled with the office by October 13, 2021 or subject to a late in-dock fee of \$100 - \$150 and a late contract fee of \$25. All application fees, deposit fees and/or slip permit fees are non-refundable.
- 17) Any and all terms of a license granted under this application, including but not limited to hours of operation of the Marina, dry dock facility, or other Marina function or operation, are subject to change without notice and at the sole discretion of the Marina and/or the City of East Chicago Port Authority. Applicant's license to use Marina Space does not give any "rights" to dry stack or dry dock or any other Marina function being conducted during any set hours or being conducted at all. Dry stack or dry dock or any other Marina function may be changed at any time or cancelled altogether. All aspects of marina operation and all aspects of this application and any license to use space granted to applicant **do not** create any contractual rights on the part of applicant and are subject to change at the sole discretion of the Marina or its staff for any reason or no reason at all.
- 18) I authorize Marina employees to board my vessel/boat and associated listed craft at any reasonable time to determine its seaworthiness, safety, and compliance with all applicable Marina rules and regulations including the prominent display of a proper decal and its compliance with anti-pollution regulations.
- 19) I understand that there is to be no drilling, affixing or sitting anything on the slips and piers, including but not limited to, rugs, benches, bars, furniture, umbrellas, etc. **Anything that impedes the full use of the sidewalk is a violation.** Violators of this section will be subject to sanctions and/or other penalties issued by the Marina, which include but are not limited to, penalty fees, fines, and possible removal from the Marina. **At the end of the season boaters must remove all personal items from the pier and on Marina property. The Marina will not store or be responsible for personal property.**
- 20) **GRILLS - NO GRILLS ON THE PIERS.** Propane grilling is to be done in designated areas only; oil/grease mats must be used at all times. No charcoal grilling anywhere on the Marina premises is allowed.
- 21) **GATES** - all slip holder and guests must lock gates when entering and leaving the Marina Piers, do not prop the gates open.
- 22) **PETS** - pets are only permitted if they don't disturb other guests. Pets must be leashed at all times and owner must clean up after their pets. Violators will be asked to remove the pet. In compliance with City of East Chicago ordinance number 3454, there are no pit bulls or any variation thereof are allowed on Marina premises.
- 23) **PARTIES** - The Marina office must be notified in advance when boaters are hosting dockside parties. Be considerate of your neighbors, this is a family Marina please use discretion as to not create a nuisance. Lewd and unacceptable behavior will not be tolerated at any time, violators and their guests will be asked to leave immediately. Your choice of music must be respectful and the volume must be reasonable at all times. The volume must go down no later than 12 Midnight.
- 24) **FLAGS/BANNERS** - Due to the social unrest currently being experienced in our country until further notice, the only flag that will be allowed to be flown inside the Marina walls including on the docks will be the USA flag.

I understand and agree to abide by the above terms and conditions, and to provide the information requested by Marina as condition of being granted any permission or license to use Marina space. I further understand that non-compliance with the above terms and covenants may result in immediate forfeiture of assigned space without refund. Any license to use a designated space at the Marina is a license at the sufferance of the Marina and/or the City of East Chicago Port Authority and may be revoked without notice for any reason or no reason at all at any time, with or without prior notice. Invalidity of any part of the terms of this Application and any resulting license shall not result in invalidity of the entire application and resulting license or of any other part thereof. Under no circumstances is this Application to be considered a Lease or to grant any other contractual rights to the undersigned applicant, and under no circumstances is the granting of a License to be considered a Lease or to otherwise confer any contractual rights whatsoever upon applicant. Application must be signed and sent with payment and copy of current insurance on the vessels listed on this agreement.

All rules and regulations stated herein will be strictly enforced

✘ Sign _____ Date _____ ✘ 2nd Boat Owner Sign _____
(Boat Owner)

Accepted/Marina Manager _____ Date _____ MARINA EMP INITIALS _____