

/CITY OF PORTAGE PORT AUTHORITY

1200 MARINA WAY

PORTAGE, INDIANA 46368

219-763-6833

Email: office@maletta-marina.com

2023 APPLICATION FOR HARBOR SLIP PERMIT

ALL INFORMATION IS REQUIRED AND MUST BE COMPLETE AND LEGIBLE.

PLEASE PRINT OR TYPE INFORMATION. SUBMISSION DOES NOT GUARANTEE A SLIP.

Registered Owner _____ Spouse _____

Home Address _____

Billing Address _____

City _____ State _____ Zip Code _____

Primary Phone (____) _____ Business Phone (____) _____

A Phone (____) _____ Email Address _____

I am the sole owner of the vessel described below: Yes _____ No _____ Charter Vessel _____

If no, name of partner (other than spouse) _____ Phone (____) _____

Partner's Home Address _____ City _____ State _____ Zip Code _____

Check here if boat is corporate owned: ()

Name & Address of Corporation: _____

Phone: (____) _____ Email Address _____

CERTIFICATE OF INSURANCE NAMING CITY OF PORTAGE PORT AUTHORITY MUST BE SUBMITTED WITH THIS APPLICATION. NO PASSES OR PERMITS WILL BE ISSUED WITHOUT CERTIFICATE OF INSURANCE ON FILE.

The City of Portage Port Authority acting through its Board of Directors, and the Sammie L Maletta Marina Manager or his/her designate, shall be named as additional insureds on the yacht liability insurance only. The City of Portage Port Authority need not be named as additional insured on your property damage portion of your boat insurance.

VESSEL INFORMATION

NAME OF VESSEL _____

OVERALL LENGTH _____ BEAM _____

(Including all appendages - swim platform, bow pulpit, outboard, etc.)

MANUFACTURER _____ YEAR _____ MODEL _____ MATERIAL _____

BOAT TYPE: POWER _____ SAIL _____ GAS _____ DIESEL _____

STATE REGISTRATION NO. _____ USCG DOCUMENTATION _____

OTHER VESSEL INFORMATION: DINGHY, PWC, JET SKI, KAYAK

MAKE _____ LENGTH _____ STATE REGISTRATION NO. _____

MAKE _____ LENGTH _____ STATE REGISTRATION NO. _____

SLIP PREFERENCE

DOCK AND SLIP# 1st Choice _____ 2nd Choice _____

APPLICATION FOR HARBOR SLIP PERMIT - Continued

GENERAL INFORMATION

The Sammie L. Maletta Public Marina Season extends from **April 1st until October 31st**, weather permitting. Assigned boaters may come into the harbor after April 1st, if all fees and documentation are completed and approved. *Facilities are not guaranteed ready until May 1st, weather dependent.*

1. Application fees, deposit fees and/or slip permit fees are only refundable pursuant to the slip payment refund policy as set forth in the Public Marina Rules and Regulations.

2. Slip renewals must be applied for with a **non-refundable \$200.00 slip fee deposit on or before December 31st**.

The second installment consisting of one-half of the remainder of the slip fee is due on or before February 15th.

The third and final installment of all of the remainder of the slip fees due and owing is due on March 31st. **In any event, and in all cases all slip fees must be paid in full prior to the vessel occupying the assigned slip space.**

Slips not renewed with a \$200.00 deposit by December 31st will be released to the next available boater. Any delinquencies on payments, unless the deadline is extended in writing by the Harbormaster, will result in forfeiture of all amounts paid and forfeiture of your slip license for the season. Any removal of markings, securing's, or other attachments made by marina personnel will result in forfeiture of all amounts paid and forfeiture of your slip license for the season.

3. Slip costs are based on Slip size. Boat length overall includes all appendages including swim platform and bow pulpit and must be considered when making application for the proper slip length. Additional fees apply if watercraft (s) (i.e.: dinghy, PWC, jet ski) is docked in the same slip or on separate designated Floating Dock.

4. Slip renters receive one (1) dock box, two (2) parking passes and the gate combination code.

5. All permitted boats must affix assigned decals prominently either on the windshield, porthole, mast, or transom on the side closest to the finger pier assigned. Decals must be visible at all times and cannot be covered by canvas, boat covers, or sail covers. The plastic parking hang-tag must be visibly displayed for all vehicles parking in the marina parking lots. Additionally, the City of Portage Port Authority User Maintenance Fee Sticker must also be displayed on the port side of the vessel.

6. A more detailed list of the rules and regulations of the Portage Port Authority is available at the Marina office. The policies, rules and regulations are subject to change at the sole discretion of the City of Portage Port Authority. **The Sammie L. Maletta Public Marina refund policy is clearly stated in the Portage Rules and Regulations Booklet and no exceptions can be made to that policy.**

7. Any and all charges, fines, and other expenses due to the Marina and not paid in a timely manner shall include reasonable attorney fees and all other costs of collection.

8. **It is expressly understood that the permit applied for shall constitute a license for the use of the Marina facilities and my assigned slip, and that this license may be revoked at any time with or without cause without court action, for serious breaches of any term of this agreement or any of the written rules and regulations of the City of Portage Port Authority.**

ENVIRONMENTAL REQUIREMENTS

Lake Michigan is a precious resource held in public trust. Boaters are required to have sanitation systems incapable of overboard discharge. Federal and local laws make it illegal to dump plastic, oils or other trash anywhere in navigable waters such as Lake Michigan. Boaters are urged to recycle wastes such as aluminum, glass, plastic and engine oil. Pump out stations for sewage are provided on a fee basis. Under no circumstances can pump outs be used for pumping oil, fuel or bilge wastes. Boat bilge pumps cannot pump bilge wastes other than water. Boats/engines may not be worked on in the Marina. **Heavy fines and/or revocation of permit will be levied for environmental violations.**

I hereby agree, in the event a permit is issued to me, to abide by the rules and regulations of the City of Portage Port Authority governing the use of the harbors and its facilities. I further agree that the City of Portage Port Authority shall not be liable for any loss or damage, by theft or otherwise, to my boat or property while using the harbor or occupying any slip/space that may be allotted to me; and in consideration of the permit so issued to me I hereby release the City of Portage Port Authority of and from any claim by me and aforesaid loss, damage, or theft. I authorize a representative of the City of Portage Port Authority to board the above boat at all reasonable times for inspection to determine its seaworthiness, safety, and compliance of all City of Portage Port Authority rules and regulations including the prominent display of a proper decal and its compliance with anti-pollution regulations.

I further agree that I may be assigned a different slip by the HARBORMASTER at any time for any reason or no reason at all, and that this slip permit agreement and my right to use any slip may be revoked by the Harbormaster at any time for any reason or no reason at all. I warrant and promise that I will conduct myself and those under my control in a manner respecting the utmost safety of others. I further understand that the City of Portage Port Authority makes no warranty for the quality, fitness or condition of the Marina or any of its amenities, including electrical wiring, electrical source, plumbing, roads, parking lots, etc., and hereby forever release and discharge the City of Portage Port Authority 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, the City of Portage Port Authority or its employees. I further agree that if I bring any lawsuit against the Marina or City of Portage Port Authority which is unsuccessful (results in a judgment for the Marina or a dismissal), I will pay all reasonable attorney fees and lawsuit expenses expended by City of Portage Port Authority to defend itself against such lawsuit. I further warrant that if the City of Portage Port Authority must bring any action in a court of law against me and is successful, I shall pay all reasonable attorney fees and expenses of City of Portage Port Authority associated with said action.

I understand that there are inherent and other risks involved in the water recreational activities connected with 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 Sammie L. Maletta Public Marina, the City of Portage Port Authority, and their respective boards, commissions, directors, agents and employees from any and all liability for damage and from any negligence on any of their parts, accepting myself the full responsibility for any and all such damage or injury which may result.

I agree to the above terms and hereby certify that the statements herein contained are true and that any permit may be revoked if false statements are contained in this application, or for any serious material breach of any term of this agreement or any of the written Rules or Regulations of the City of Portage Port Authority.

The slip permit holder acknowledges receipt and agreement with all of the printed Sammie L. Maletta Public Marina Rules and Regulations, and will abide by all of same and will see to it that all invited marina guests will abide by same.

OWNER

DATE

OWNER

DATE

Completion and signing of this Application does not guarantee a slip assignment.

MARINA MANAGER APPROVAL _____

DATE _____