



To: Fellow Boaters
From: Kurt & April Miller

Hello, we would like to welcome you to Miller's Westerman's Marina for the 2010 boating season.

Slip renewal deposits for past slip holders are due on December 15th, 2009. Slip availability will be on a "first come, first serve" basis after December 15th, 2009. After December 15th, once we know who is coming back, new slip holders will be assigned to the open slips. Get those deposits in fast as we have many new customers waiting for slip availability. Slip fees for 2010 have remained the same as last season. We hope you choose to dock at Miller's Westerman's Marina in 2010. April and I look forward to seeing you this spring.

Miller's Westerman's Marina - Portage, Indiana

Mailing Address: P.O. Box 475, Lemont, IL, 60439

Marina Address: 1330 Crisman Rd, Portage, IN, 46368

Marina Office: 219-762-8767

Fax/Voice Mail: 219-762-8767

Please review contract and send or fax by December 15th, 2009
Credit Cards are Accepted (*Add 3%) - Visa & MC

Also view on line at www.WestermansMarina.com

Slip Fees for 2010

Slip fees are based on slip length

West Side Slips (Burns Ditch)

Slips #1 to #13 - 32' Max. LOA/11' beam - \$1500

Slips #14 to #18 - 40' Parallel Spots Available - \$1820

East Side Slips (Salt Creek)

Slips #1 to #14 - 24' Max. LOA - \$980

Slips #15 to #23 - 26' Max. LOA - \$1250

Slips #24 to #27 - 25' Max. LOA - \$1210

East Side Slips - Wider Beam Boats ("The Point")

Slips #28 to #30 - 27' Max. LOA - \$1380

Slips #31 to #32 - 35' Max. LOA - \$1605

Slips #33 to #34 - 40' Max. LOA - \$1820

Additional Fees for 2010

Boat Shore Power Fees

- \$20 a month (\$120)
- Boats w/air \$25 a month (\$150)

Summer Trailer Storage

- \$50 a month

Personal Watercraft

- \$225 for season
- \$5 a day for temp.

Early-In & Late-out

- Will be billed separate
-

Proof of boat insurance will be needed before boat is allowed into slip.

The 2010 season at Miller's Westerman's Marina runs from April 15th to October 15th.

To reserve your slip for 2010 please send **half by December 15th, 2009**. Remaining **balance will be due on or before March 15th, 2010** to insure slip assignment. Slip assignment is on a "first come, first serve" basis after December 15th, 2009.

Additional Info

Slip holders that were displaced into larger slips in 2009 will be placed back into slips fitting your boat for the 2010 season. The new slips will be completed for the 2010 season. Please call if you are not sure what slip number you will be in 219-762-8767.

An automatic security gate will be in place for the 2010 season. Additional landscaping and dock repairs will be completed this winter. An upgraded surveillance system will be installed this winter to continue to monitor the property 24/7. We are pleased to announce another incident free season (2009)! There were no reports of any theft or mischief by our boaters for the 2009 season!

We have full mechanical repairs, fiberglass repair, and other services available on site.

Our bathroom and shower unit has city water and sewer. Also, our docks have city water.

Please review your 2010 contract, sign it and return it via fax or mail. If you have any questions or concerns please feel free to call us at 219-762-8767 or kmiller0250@sbcglobal.net.



Miller's Westerman's Marina

Portage, Indiana

Office 219-762-8767 Fax/Answer 219-762-8767

Mailing Address: P.O. Box 475, Lemont, IL, 60439

Dock/Slip Contract 2010

Boat Owners Name: _____ Phone Number: _____ Cell: _____
Email Address: _____ Emergency # if you're unavailable: _____

Address of Boat Owner

Street: _____ City: _____ State: _____ Zip: _____

Boat Information

Year: _____ Make and Model: _____ Length Over All: _____

Width (beam): _____ Boat Name: _____ Registration # _____

Please Check

- Returning Customer - If So, please indicate slip number from last year Slip # _____
 Returning Customer - Displaced into a larger slip in 2009 - Please assign slip for my boat for 2010
 New Customer - How were you referred to Miller's Westerman's Marina? _____

Dock Rental Fees

Please figure your dock rental fee from previous page. Fees are based on slip length needed.

Slip Length: _____ or if returning customer slip # _____ Dock/Slip Fee: \$ _____

Shore Power Fee

Will you be using shore power for your boat? \$20 per month boats w/o air conditioning
\$25 per month w/air conditioning

Figure The Total Due

Dock/Slip Fee: \$ _____ + Shore Power Fee (if needed) \$ _____ Total Due \$ _____

Half sent/due on December 15, 2009 \$ _____ Other half due March 15, 2010 \$ _____

To reserve your slip please send half before December 15, 2009. The remaining balance of slip fee will be due by March 15, 2010 to insure proper slip placement.

Payment

Payments made via check, money order, bank check, etc... can be sent to address above. Credit card payments can be faxed 219-762-8767, sent in, or called in.

Mastercard Visa (*Add 3% for Credit Card Payments)
Credit Card Number: _____ Exp Date: _____
Name on Card: _____ Signature: _____

Please attach signed copy of slip lease contract next page - Checks make payable to Miller's Westerman's Marina

As a slip holder, of Miller's Westerman's Marina (MWM) you sign below, in recognition of, and are in agreement to, and accepting the below terms and conditions in relationship to the boat noted regarding slip space from MWM and/or assigned by MWM.

1. Payments for 2010 season: A deposit of half of total slip fee is due on or before December 15, 2009 to reserve your slip space for the 2010 season. If no payment is received, your dock space (slip) will be reassigned. The remainder of the balance is due by March 15, 2010. If this payment is not received by March 15, 2010 your reserved slip may be reassigned or revoked. All balances left unpaid after due dates will be assessed a monthly 1.5% late fee. Payments must be made in full before your boat will be allowed to dock at marina. No refunds.

2. If your boat requires shore power hook up there is an additional fee (see pricing). MWM reserves the right to change these prices. Increases and decreases will not be unreasonably made.

3. 2010 Portage Port Authority stickers will be available at Marina and need to be applied to your boat for 2010 season.

4. All boats must have current registration, Portage Port Authority sticker (available at marina) and meet Coast Guard watercraft regulations.

5. Insurance: Each slip holder shall obtain and maintain in effect comprehensive general public liability insurance (including watercraft liability) with limits of not less than \$250,000 in the event of bodily injury or death to any number of persons or property damage in any one occurrence and \$500,000 from the aggregate of all occurrences within a policy year. A certificate of insurance shall be delivered to the Marina office prior to mooring a boat at MWM Marina. Proof of insurance must be in the same name as recorded boat owner and in the same name as slip contract holder. You, as the boat owner, slip holder, renter, signer, is responsible and liable for any damages or injuries caused by you, your guests, your boat, your pets, your automobiles, and your dock items left on or around dock area, accidentally or purposely. MWM is not responsible for theft or damage.

6. Dock Areas: No refrigerators and/or other appliances are allowed on the docks that are not approved by MWM. There is a \$30 charge for refrigerators for 2010 season. All power must be unplugged from party deck areas (tiki lights, other lights, fans, etc..) when not attended. MWM must approve of all renovations, restoration, additions, improvements, furniture, storage containers, bars, coverings, canopies, etc... before such tasks or items are allowed. No tall storage containers are allowed on deck areas and all other containers must be approved. All dock decks and accessory structures that are permanently affixed or that are judged to be a structure or fixture by MWM become and are property of MWM. These structures, decks, patios, etc. can be modified or removed at any time by MWM. MWM can remove any or all loose items from your dock area at any time for any reason. Items will not be unreasonably removed. These items may include chairs, tables, dock boxes, lights, or items not permanently mounted to dock. Items will be held and owner notified for pick up, then discarded after 30 days if not removed from marina. A slip holder shall be liable for any damage to the piers, docks or any other part of the marina, caused by negligence on the part of the slip holder, the slip holder's agent, guests, licensees, or invitees.

7. More Marina Rules: Keep your area neat and help keep the marina clean. Remove all food products, garbage, loose items when leaving marina. Secure chairs, grills, and items that may be of concern before you leave. If we have to clean up after you will be charged accordingly. Please pick up any paper and cans you may come across. Be considerate of other boaters. Drunk, out of control, obnoxious, disrespectful members and /or guests of members will be removed from the property and slip holder will be thrown out and banned with no refund. The person or persons involved will not be allowed back to MWM. Public urination by slip holder or guests will not be tolerated and slip holder will be banned from marina. You the slip holder/tenant are responsible for your guests. No pets are allowed without a leash. You must pick up your pets waste and dispose of it properly in trash. Consider your neighbors and keep music volume down and other noise to a minimum. Be especially quiet at night and early morning. Show the same courtesy that you would expect. Fireworks, including sparklers, are forbidden in the marina. No Tiki Torches on docks. You are responsible for your children. Small children and those who can not swim will wear life preservers on the docks. No running on the docks. Children under the age of 12 should not be left unattended on marina property. Unless with a parent or responsible adult, all young people at MWM will have a curfew; children under 15 the curfew is 10:00 p.m., children 15 -18 the curfew is 11:00 p.m. No children under the age of 18 will be allowed to sleep aboard a boat without parent or guardian present. No "For Sale" signs will be displayed on boats without marina approval. No subleasing of slips. No transferring of slip without approval of MWM. MWM shall review and keep anonymous and act accordingly regarding complaints regarding other slip holders. A slip holder shall pay all of the MWM costs, charges and expenses, including without limitation court costs and reasonable attorneys' fees incurred by the MWM in connection with a slip holder's breach or violation of the Rules and Regulations of MWM.

8. Outside labor and all mechanics and or repairmen must check in with MWM management and shall show proof of, or have on file, a "Certificate of Liability insurance" with a minimum limit of \$1,000,000 on a combined single limit basis written by a reputable and acceptable insurance company. A "hold harmless" agreement must also be executed and filed with MWM. Disposal of engine parts in marina trash cans is strictly prohibited. Disposal of oil in marina trash cans is strictly prohibited. Oil from your boat must be removed from marina. There will be no mechanical repairs permitted on the weekends in the slips. No outside labor of any kind is welcome in marina during weekends. If MWM needs to attend to your boat for any reason to insure the safety of your boat, the marina, other boats, pier pilings, or the waterway it will do so without your permission and without liability and charge accordingly. Example: cover problems, boat sinking, adjust lines, fire, discharging oil or fuel, flood, etc. There will be no plastic tarps used for boat covers and all boat covers must be in good shape with a stand pole.

9. Fueling your boat on marina property is prohibited. Do not fuel your boat at your slip or any location at marina. If there is ever a need to transport fuel to your boat (out of gas) while moored in the marina, please contact the marina management for assistance.

10. MWM is not responsible for floods and/or other "acts of God" or events uncontrolled by MWM that may damage your boat and/or mooring and prevent you from mooring and/or shorten or prematurely end your boating season at MWM. No money will be refunded. MWM will do everything in their power to reestablish your mooring at MWM docks but are not financially responsible to return or refund monies if a mooring can not be established to complete your season at MWM. MWM will not pay for temporary moorings at other marinas if for some reason the mooring/slip at MWM is damaged from forces beyond MWM control. If for some reason your particular mooring/slip is effected because of lack of maintenance on MWM's part MWM will repair as quickly as possible and/or you will be assigned to an another slip and/or your slip rental fee may be refunded (pro rated) if a solution can not be found in a timely matter.

11. As a slip holder you agree to the rules and regulations of MWM. These may change and be amended at any time that MWM sees fit. These changes will be posted and announced to marina slip holders. Minor offenses will be noted and the slip owner will be notified. Three minor offenses and the slip owner will be banned from marina with no refund. MWM reserves the right to cancel docking privileges at anytime without refund and without just cause at which time slip holder/boat owner is required to remove his boat immediately. A \$100 a day storage charge will be charged once slip holder/boat owner is given written or oral notice to vacate said slip.

12. You as a slip holder also hereby releases, indemnifies, protects, defends, will not sue, and will hold harmless Miller's Westerman's Marina and its owners, directors, officers, agents, partners, land owners, elected and appointed officials, associates and employees from and against any and all loss, damages, liabilities, claims, liens, costs and expenses, including, without limitation, reasonable attorneys' fees, in connection with injuries to any persons or damage to or theft or misappropriation or loss of property occurring in or about the marina, or arising from the slip holder's occupancy or presence at the marina, or from any activity, work, or thing done, permitted or suffered by the slip holder in or about the marina, or from any breach or violation of the rules and regulations of Miller's Westerman's Marina or due to any other act or omission of any slip holder or their employees, guests, customers, agents, licensees or invitees.

By signing this agreement you have fully read this agreement and fully understand this agreement and agree to the terms and conditions of this agreement.

Signed By: _____ Print Name: _____ Date: _____

Please attach this to payment page and send along with payment to MWM, P.O. Box 475, Lemont, IL, 60439 Boat is noted on previous page.

* Prices are based on a cash basis (Cash or check). Any other form of payment will be at retail prices (add 3% to published prices)

As a slip holder, of Miller's Westerman's Marina (MWM) you sign below, in recognition of, and are in agreement to, and accepting the below terms and conditions in relationship to the boat noted regarding slip space from MWM and/or assigned by MWM.

1. Payments for 2010 season: A deposit of half of total slip fee is due on or before December 15, 2009 to reserve your slip space for the 2010 season. If no payment is received, your dock space (slip) will be reassigned. The remainder of the balance is due by March 15, 2010. If this payment is not received by March 15, 2010 your reserved slip may be reassigned or revoked. All balances left unpaid after due dates will be assessed a monthly 1.5% late fee. Payments must be made in full before your boat will be allowed to dock at marina. No refunds.

2. If your boat requires shore power hook up there is an additional fee (see pricing). MWM reserves the right to change these prices. Increases and decreases will not be unreasonably made.

3. 2010 Portage Port Authority stickers will be available at Marina and need to be applied to your boat for 2010 season.

4. All boats must have current registration, Portage Port Authority sticker (available at marina) and meet Coast Guard watercraft regulations.

5. Insurance: Each slip holder shall obtain and maintain in effect comprehensive general public liability insurance (including watercraft liability) with limits of not less than \$250,000 in the event of bodily injury or death to any number of persons or property damage in any one occurrence and \$500,000 from the aggregate of all occurrences within a policy year. A certificate of insurance shall be delivered to the Marina office prior to mooring a boat at MWM Marina. Proof of insurance must be in the same name as recorded boat owner and in the same name as slip contract holder. You, as the boat owner, slip holder, renter, signer, is responsible and liable for any damages or injuries caused by you, your guests, your boat, your pets, your automobiles, and your dock items left on or around dock area, accidentally or purposely. MWM is not responsible for theft or damage.

6. Dock Areas: No refrigerators and/or other appliances are allowed on the docks that are not approved by MWM. There is a \$30 charge for refrigerators for 2010 season. All power must be unplugged from party deck areas (tiki lights, other lights, fans, etc..) when not attended. MWM must approve of all renovations, restoration, additions, improvements, furniture, storage containers, bars, coverings, canopies, etc... before such tasks or items are allowed. No tall storage containers are allowed on deck areas and all other containers must be approved. All dock decks and accessory structures that are permanently affixed or that are judged to be a structure or fixture by MWM become and are property of MWM. These structures, decks, patios, etc. can be modified or removed at any time by MWM. MWM can remove any or all loose items from your dock area at any time for any reason. Items will not be unreasonably removed. These items may include chairs, tables, dock boxes, lights, or items not permanently mounted to dock. Items will be held and owner notified for pick up, then discarded after 30 days if not removed from marina. A slip holder shall be liable for any damage to the piers, docks or any other part of the marina, caused by negligence on the part of the slip holder, the slip holder's agent, guests, licensees, or invitees.

7. More Marina Rules: Keep your area neat and clean and help keep the marina clean. Remove all food products, garbage, loose items when leaving marina. Secure chairs, grills, and items that may be of concern before you leave. If we have to clean up after you will be charged accordingly. Please pick up any paper and cans you may come across. Be considerate of other boaters. Drunk, out of control, obnoxious, disrespectful members and /or guests of members will be removed from the property and slip holder will be thrown out and banned with no refund. The person or persons involved will not be allowed back to MWM. Public urination by slip holder or guests will not be tolerated and slip holder will be banned from marina. You the slip holder/tenant are responsible for your guests. No pets are allowed without a leash. You must pick up your pets waste and dispose of it properly in trash. Consider your neighbors and keep music volume down and other noise to a minimum. Be especially quiet at night and early morning. Show the same courtesy that you would expect. Fireworks, including sparklers, are forbidden in the marina. No Tiki Torches on docks. You are responsible for your children. Small children and those who can not swim will wear life preservers on the docks. No running on the docks. Children under the age of 12 should not be left unattended on marina property. Unless with a parent or responsible adult, all young people at MWM will have a curfew; children under 15 the curfew is 10:00 p.m., children 15 -18 the curfew is 11:00 p.m. No children under the age of 18 will be allowed to sleep aboard a boat without parent or guardian present. No "For Sale" signs will be displayed on boats without marina approval. No subleasing of slips. No transferring of slip without approval of MWM. MWM shall review and keep anonymous and act accordingly regarding complaints regarding other slip holders. A slip holder shall pay all of the MWM costs, charges and expenses, including without limitation court costs and reasonable attorneys' fees incurred by the MWM in connection with a slip holder's breach or violation of the Rules and Regulations of MWM.

8. Outside labor and all mechanics and or repairmen must check in with MWM management and shall show proof of, or have on file, a "Certificate of Liability insurance" with a minimum limit of \$1,000,000 on a combined single limit basis written by a reputable and acceptable insurance company. A "hold harmless" agreement must also be executed and filed with MWM. Disposal of engine parts in marina trash cans is strictly prohibited. Disposal of oil in marina trash cans is strictly prohibited. Oil from your boat must be removed from marina. There will be no mechanical repairs permitted on the weekends in the slips. No outside labor of any kind is welcome in marina during weekends. If MWM needs to attend to your boat for any reason to insure the safety of your boat, the marina, other boats, pier pilings, or the waterway it will do so without your permission and without liability and charge accordingly. Example: cover problems, boat sinking, adjust lines, fire, discharging oil or fuel, flood, etc. There will be no plastic tarps used for boat covers and all boat covers must be in good shape with a stand pole.

9. Fueling your boat on marina property is prohibited. Do not fuel your boat at your slip or any location at marina. If there is ever a need to transport fuel to your boat (out of gas) while moored in the marina, please contact the marina management for assistance.

10. MWM is not responsible for floods and/or other "acts of God" or events uncontrolled by MWM that may damage your boat and/or mooring and prevent you from mooring and/or shorten or prematurely end your boating season at MWM. No money will be refunded. MWM will do everything in their power to reestablish your mooring at MWM docks but are not financially responsible to return or refund monies if a mooring can not be established to complete your season at MWM. MWM will not pay for temporary moorings at other marinas if for some reason the mooring/slip at MWM is damaged from forces beyond MWM control. If for some reason your particular mooring/slip is effected because of lack of maintenance on MWM's part MWM will repair as quickly as possible and/or you will be assigned to an another slip and/or your slip rental fee may be refunded (pro rated) if a solution can not be found in a timely matter.

11. As a slip holder you agree to the rules and regulations of MWM. These may change and be amended at any time that MWM sees fit. These changes will be posted and announced to marina slip holders. Minor offenses will be noted and the slip owner will be notified. Three minor offenses and the slip owner will be banned from marina with no refund. MWM reserves the right to cancel docking privileges at anytime without refund and without just cause at which time slip holder/boat owner is required to remove his boat immediately. A \$100 a day storage charge will be charged once slip holder/boat owner is given written or oral notice to vacate said slip.

12. You as a slip holder also hereby releases, indemnifies, protects, defends, will not sue, and will hold harmless Miller's Westerman's Marina and its owners, directors, officers, agents, partners, land owners, elected and appointed officials, associates and employees from and against any and all loss, damages, liabilities, claims, liens, costs and expenses, including, without limitation, reasonable attorneys' fees, in connection with injuries to any persons or damage to or theft or misappropriation or loss of property occurring in or about the marina, or arising from the slip holder's occupancy or presence at the marina, or from any activity, work, or thing done, permitted or suffered by the slip holder in or about the marina, or from any breach or violation of the rules and regulations of Miller's Westerman's Marina or due to any other act or omission of any slip holder or their employees, guests, customers, agents, licensees or invitees.

By signing this agreement you have fully read this agreement and fully understand this agreement and agree to the terms and conditions of this agreement.

Signed By: _____ Print Name: _____ Date: _____

Please attach this to payment page and send along with payment to MWM, P.O. Box 475, Lemont, IL, 60439

Boat is noted on previous page.

* Prices are based on a cash basis (Cash or check). Any other form of payment will be at retail prices (add 3% to published prices)