



To: Fellow Boaters  
From: Kurt & April Miller

Hello, we would like to welcome you to Miller's Westerman's Marina for the 2012 boating season.

Slip renewal deposits (1/2 down) for past slip holders are due on December 20th, 2011. Slip availability will be on a "first come, first serve" basis after December 20th, 2011. After December 20th, 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 2012 have remained the same as the last Three seasons. We hope you choose to dock at Miller's Westerman's Marina in 2012. April, Gavin 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**

**Call if need to fax!**

**Please review contract and send or fax with payment by December 20th, 2011  
Credit Cards are Accepted (\*Add 3%) - Visa & MC**

**Also view on line at [www.WestermansMarina.com](http://www.WestermansMarina.com)**

# Slip Fees for 2012

Slip fees are based on slip length

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## West Side Slips (Burns Ditch)

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

Slips #14 to #18 - 40' Parallel Spots Available - \$1720

## 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 - \$1720

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## Additional Fees for 2012

### Boat Shore Power Fees

- \$30 a month (\$180)
- Boats w/air \$35 a month (\$210)

### Summer Trailer Storage

- \$50 a month

### Personal Watercraft

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

### Early-In & Late-out

- All Boats Out By Oct 15
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Proof of boat insurance will be needed before boat is allowed into slip.

The 2012 season at Miller's Westerman's Marina runs from April 15th to October 15th.

To reserve your slip for 2012 please send **half by December 20th, 2011**. Remaining **balance will be due on or before March 1st, 2012** to insure slip assignment. Slip assignment is on a "first come, first serve" basis after December 20th, 2011.

## Additional Info

If unsure of slip number just write "same" as last year and send in contract and deposit. If you would like to change slips please write in "Change" where it asks for slip number (Still Send Deposit) and we will call you to see if we can accomodate your change.

We are pleased to announce another incident free season (2011)! There were no reports of any theft by our boaters for the last six seasons, since when we purchased the property!

We have full mechanical repair, 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 the 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.

Thanks again! The Millers



# Miller's Westerman's Marina

Portage, Indiana

Office 219-762-8767

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

## Dock/Slip Form 2012

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 form last year Slip # \_\_\_\_\_  
 Returning Customer - Please assign slip for my boat for 2012 or I want to change slips for 2012  
 New Customer - How were you referred to Miller's Westerman's Marina? \_\_\_\_\_

### Dock Rental Fees

#### Shore Power Fee

Will you be using shore power for your boat? \$180 (\$30 per month boats w/o air conditioning)  
\$210 (\$35 per month w/air conditioning)

### Figure The Total Due

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

Half sent/due on December 20, 2011 \$ \_\_\_\_\_ Other half due March 1, 2012 \$ \_\_\_\_\_

To reserve your slip please send half before December 20, 2011. The remaining balance of slip fee will be due by March 1, 2012 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 marina customer contract next page - Checks payable to Miller's Westerman's Marina

Slip-Storage-Resident-Renter-Guest-Customer-Agreement and Contract

As a customer, tenant, renter, resident, guest 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 you, your family, your boat, your guests & presence at MWM.

A deposit of half of total slip fee is due on or before December 20, 2011 to reserve your slip space for the 2012 season. If no payment is received, your dock space (slip) will be reassigned. The remainder of the balance is due by March 1, 2012. If this payment is not received and the full amount of your slip fees due are not paid by March 1, 2012 your reserved slip may be reassigned or revoked without refund. All balances for slips or services 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. 2012 Portage Port Authority stickers will be available at Marina and need to be applied to your boat for 2012 season. All boats must have current registration, Indiana Excise Tax Stickers (if applicable), Port Authority sticker (available at marina). 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. 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 2012 season. All power must be unplugged from party deck areas (tiki lights, other lights, fans, etc..) when not attended. 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. Use decks at own risk. A slip holder shall be liable for any damage to the piers, docks or any other part of the marina, caused by negligence or accident on the part of the slip holder, the slip holder's agent, guests, licensees, or invitees. 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 will wear life preservers on the docks. No running on the docks. Children under the age of 21 should not be left unattended on marina property. Unless with a parent or responsible adult, no person under 21 will be allowed on marina property after 10:00 p.m. 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. No parties (more than 4 people) allowed on any docks if so equipped. Please move your gathering to our hill area if you are expecting a crowd. Parking: There are no assigned parking spaces, do not park on hill. 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 trashcans 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, property, or the waterway it will do so without your permission and without liability and charge accordingly. Fueling your boat on marina property is prohibited by the Coast Guard. Do not fuel your boat at your slip or any location at marina. 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 affected because of lack of maintenance on MWM's part MWM will repair as quickly as possible and/or you will be assigned to another slip and/or your slip rental fee may be refunded (pro rated) if a solution can not be found in a timely matter. As a customer you agree to the rules and regulations of MWM. These may change and be amended at any time that MWM sees fit. 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 via mail the phone or fax, notice to vacate said slip. If MWM sees fit it can without your notice move and tow your boat, and remove your boat from the marina and/or secure your boat or trailer if their are outstanding balances due with MWM from mechanical services or any other service performed or slip charges or storage charges whether verbal or contracted or involuntarily derived. Only three wire appliances to be used on docks. MWM reserves the right to use any non-occupied docks. MWM is not liable for power interruption or low power brown out damages. Repairs may be done about the marina from time to time in where power may be temporarily shut off.

You also agree storage charges of \$20 a day will be charged to you for your boat and/or property residing on the properties of MWM and/or if you have an outstanding balances due and/or after 5 days of service completion notification and/or your property left after 5days without pick up. Notification will be made via telephone, or cell phone, or mail, or e mail, or fax, Outstanding balances will be charged 1.8% interest per month as well. If your property is left after 30 days MWM has the right to take possession, dispose of, impound, have removed, relocate, lien at expense of the owner and without liability of MWM that you hold harmless for any damages occurring during said actions. You also agree that a mechanics lien or lien will be placed on your boat and trailer and property for any outstanding balances due or that have accumulated (storage fees) after 60 days unless other written agreement from marina. Your boat, trailer, and/or property will be surrendered to MWM after 120 days of completion and/or pick up notification and/or outstanding balance notification and will be auctioned off to satisfy unpaid balances, interest, storage, legal fees.

By signing this agreement you guarantee to provide payments and balances due described in this agreement and any other MWM services or storage charges due and rendered in 2012 and beyond. This also includes either verbal or written service requests and storage requests.

By signing you agree to all terms and conditions in this contract and will not sue and will indemnify, defend and hold harmless, Miller's Westerman's Marina (abbreviated MWM throughout) and its owners, associates and employees for any losses, damages, liabilities, claims, liens, costs and expenses, in connection with services, slip rental, storage, or your presence or your friends or family. You also are aware there is risk of serious and life threatening injury at Miller's Westerman's Marina. You also agree to use the marina properties, slips, docks, decks, bathrooms, canoes at your own risk. This agreement does not have an expiration date. You agree to pay all legal fees associated with MWM defending your claims.

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

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