

# Mulberry Point Yacht Harbor

Stillwater, Minnesota



402 North Main Street, Suite 310 • Stillwater, MN 55082 • Phone 651.571.0316 • Email: info@mpyh.com • Website: www.mpyh.com

## MULBERRY POINT YACHT HARBOR, Inc. SLIP SALE APPLICATION

### Application Process & Information:

(All steps must be completed prior to closing on the slip sale).

1. Submit the completed application for the Board of Directors to approve the slip sale to [leah@mpyh.com](mailto:leah@mpyh.com).
  - a. When the MPYH office receives the application, the information will be distributed to the Board of Directors for approval. At this time, verification of slip financials (outstanding balances- Terms #E) will also be confirmed. Expect a 24-48hr timeframe for this approval process.
2. Please include additional contracts or agreements with the application for slip sale.
3. Yellow highlighted areas must be initialed or signed by the buyer(s) & seller(s) before submitting the application for Board approval.
4. Transfer fee- if the seller is paying any portion of the transfer fee, the funds must be received prior to the slip closing.
5. Owners Certificate- The owner's certificate issued to the seller should be submitted to the office for the slip file. Mailing Address: MPYH, 402 Main Street N, Stillwater, MN 55082
6. MPYH will return the application with the Board President's signature indicating the Approval and the confirmation of the slip financials (Terms #E). Expect a 24-48hr time frame for this approval process.
7. When the fully completed form is returned, proceed to close the slip sale.

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### Slip & Boat Information:

Slip Number: \_\_\_\_\_

Slip Length: \_\_\_\_\_

Boat LOA\*: \_\_\_\_\_

Electrical Service: 2-30 amp \_\_\_ 50amp \_\_\_

1 Winter storage spot included. This does not include fall haul out, winterization or shrink wrap.

\* **Boat LOA** (Boat Length Overall) includes bow pulpit, anchor, swim platform, and davits.

\* **3' Rule:** The boat LOA shall not exceed the length of the slip by more than 3 feet.

\* **Secondary watercraft** may not be longer than the width of the slip at the walkway. The primary and secondary watercraft together may not protrude more than 3' beyond the end of the slip and must be secure within the slip.

**NOTE: A watercraft that does not comply with the above description, is not allowed to access the docks including tie along areas.**

**GENERAL WATERCRAFT INFORMATION:**

Boat name: \_\_\_\_\_

Make/model of watercraft: \_\_\_\_\_

**Current Slip Owner(s) & Proposed Slip Buyer(s) Information:**

**Current Slip Owner(s)**

**Proposed Slip Buyer(s)**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_  
\_\_\_\_\_

Email:

Emergency contact: \_\_\_\_\_

Emergency contact: \_\_\_\_\_

Emergency contact phone: \_\_\_\_\_  
\_\_\_\_\_

Emergency contact phone:

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**TERMS OF SALE: (attach copies of all written agreements.)**

A. **Total sale price:** \_\_\_\_\_

**Seller Initial:** \_\_\_\_ **Buyer Initial:** \_\_\_\_

B. Closing date: \_\_\_\_\_

C. Financing (check one):

Cash \_\_\_\_ Contract for deed \_\_\_\_ Mortgage \_\_\_\_ Other \_\_\_\_

D. 1% Slip Transfer Fee-

Buyer Paid \_\_\_\_ Seller Paid \_\_\_\_ Shared Expense \_\_\_\_

E. MPYH warrants all assessments and dues have been paid in full to the Association.

Marina Manager Signature: \_\_\_\_\_

F. Sellers warrant that there are no judgments or liens against the subject slip.

**Seller signature(s):** \_\_\_\_\_

G. Buyer will pay the 2023 dues for the slip on or before January 15, 2023. Dues statements are mailed out to members on December 15<sup>th</sup> Annually.

**Buyer Signature(s):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RIGHT OF FIRST REFUSAL: To Be Completed Upon Review by the Board of Directors of Mulberry Point Yacht Harbor, Inc.**

The Board of Directors of Mulberry Point Yacht Harbor, Inc. have waived "Right of First Refusal" on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed: \_\_\_\_\_

**BUYER'S REPRESENTATIONS:**

**I hereby represent and warrant the following:**

1. I have the financial ability to make all payments under the Occupancy Agreement and otherwise incident to membership in the M.P.Y.H.
2. I will abide by the terms of the By-Laws, the Occupancy Agreement, the house rules of the M.P.Y.H., and all other rules and regulations of the M.P.Y.H.
3. I agree to provide all information requested by the M.P.Y.H. to show proof of my creditworthiness for my obligations envisioned herein.
4. I understand that this proposed disposition may not be approved by M.P.Y.H. if the buyer has any unpaid responsibilities to M.P.Y.H.
5. The Watercraft I intend to place in this slip *will not* protrude more than 3' (three feet) beyond the end of the slip finger and *will not* overhang the dock walkway.
6. Buyer(s) agrees if the sale is on a Contract for Deed, I am not a legal owner of the slip and I cannot run for or hold Board positions until the financial obligation has been satisfied. I also understand I do not have any voting rights regarding Officer Elections or Marina business. I understand however, I am allowed to vote provided I receive a signed Proxy from the owner assigning me that right.
7. Buyer(s) acknowledge receipt of two (2) access cards # \_\_\_\_\_.
8. Current owner and the proposed owner must initial acknowledging that any outstanding balances must be settled prior to Board approval of slip sale.

\_\_\_\_\_  
(Current owner (initial)      (new owners initial)

10. If this slip was a rental this season, the administrative fee (\$50) charged on rental slips will be added to the following year's billing for annual dues. The current owner and proposed owner must initial it is understood that whoever the annual dues billing goes to is the one responsible for this fee.

\_\_\_\_\_  
(Current owner initial)      (new owner initial)

**SUBMISSION OF PROPOSED DISPOSITION:**

We hereby submit this proposed disposition and ask the M.P.Y.H. to review and approve this request pursuant to the terms of the By-Laws and other applicable regulations of the M.P.Y.H. We hereby represent and warrant that the information contained herein is true, complete, correct, and accurate to the best of our information, knowledge, and belief.

\_\_\_\_\_  
Current Owner (s) Signature      Date      Proposed Buyer(s) Signature      Date