

LICENSE AGREEMENT
La Crosse Boathouse/Houseboat Owner

This License Agreement (the "Agreement" or "License") is made this 1st day of _____, 2018, by and between the City of La Crosse, Wisconsin, a municipal corporation under the laws of the State of Wisconsin (the "Licensor" or "City"), and _____ of _____ [address] (the "Licensee"), (collectively the "parties").

RECITALS:

WHEREAS, the Licensor is the riparian owner of certain parcels of real property situated in the City of La Crosse, County of La Crosse, and State of Wisconsin; and,

WHEREAS, the Licensee desires to have one (1) boathouse and one (1) pier or moor one (1) houseboat to one (1) pier; and,

WHEREAS, the Licensor is willing to permit such use, subject to the terms, covenants, and conditions contained herein.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. Description of Licensed Premises.

- (a) The Licensor is the riparian owner of certain parcels of real property situated in the City of La Crosse, County of La Crosse, and State of Wisconsin, (hereinafter "City Premises") described as follows:

[INSERT DESCRIPTION]

- (b) Licensee and Licensor agree that Licensee is granted a terminable license to use the premises more particularly described below and as depicted in Exhibit A (hereinafter "Licensed Premises"), for the limited purposes set forth in this License Agreement.

[INSERT BOATHOUSE/HOUSEBOAT NUMBER /
ATTACH PHOTO AND MAP AS EXHIBIT A]

2. Definitions.

- (a) "Accessory Structure" means a structure subordinate to the boathouse or houseboat at the location and used for purposes customarily incidental to those of the boathouse or houseboat.
- (b) "Boathouse" or "Boat House" is defined in La Crosse Mun. Code § 48-30 to mean a structure designed exclusively for the storage of boats which does not contain any furniture and furnishings and which is not at any time used for human habitation and which is anchored or fixed to any of the shorelines within the limits of the City.

(c) "Houseboat" or "House Boat" is defined in La Crosse Mun. Code § 48-30 to mean a structure designed and arranged to be used for human occupancy or habitation which is without propulsion of any kind or which is anchored or fixed to any of the shorelines within the limits of the City.

3. Permitted Use. This License permits Licensee to place and keep up to an aggregate one (1) boathouse or one (1) houseboat and (1) pier at the Licensed Premises, all in its current footprint as of the date of this Agreement and subject to the provisions, terms, covenants and conditions contained in this Agreement. All other activities including, but not limited to, obstructions in the flood way and personal storage on land shall be prohibited. Licensee will oversee the shoreline to ensure that no additional boathouse, houseboat, pier, trailer, or other structures, including but not limited to accessory structures, occupies this area.

4. Term and Termination.

(a) The term of this License shall be for a period of one (1) year commencing on _____, 2018, and terminating at midnight on _____, 2019, unless sooner terminated as otherwise provided.

(b) Notwithstanding the foregoing, this Agreement may be terminated:

- i. By mutual written agreement of the parties; or
- ii. Upon the destruction, demolition, removal or abandonment of the subject boathouse or houseboat situated on the Licensed Premises; or
- iii. Upon the failure of Licensee to correct any deficiencies upon notice from the Wisconsin Department of Natural Resources ("WDNR") or Licensor; or
- iv. Upon the breach, default or failure of the Licensee to comply with any provision, term or condition of this Agreement; or
- v. By the Licensor for any reason upon sixty (60) days' written notice to the Licensee.

5. Removal. Before the effective date of any termination of this License, Licensee shall remove all of Licensee's improvements and personal property from the Licensed Premises, at Licensee's sole cost and expense, and shall restore the Licensed Premises to its preexisting condition or better, including but not limited to the removal of Licensee's improvements and personal property. In the event that the Licensee fails to remove the improvements and personal property from the Licensed Premises before the effective termination date of this License, the Licensor or its authorized agents or representatives may perform any work necessary to remove the improvements and personal property from the Licensed Premises and restore the Licensed Premises to its preexisting condition. Licensee shall reimburse Licensor for all expenses reasonably incurred by the Licensor in performing such work.

- 6. License Fee.** The annual basic license fee to be paid in advance and without demand by the Licensee to the Licensors for the License term shall be the amount of \$500.00 for a resident of the City of La Crosse, and \$1,000.00 for a non-resident of the City of La Crosse. The fee amount is non-refundable and may be amended from time to time by the City of La Crosse Common Council. No permanent residency at the Licensed Premises is allowed.
- 7. Taxes.** The Licensee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts, whether general or special or ordinary or extraordinary, of every name, nature, and kind whatsoever including all governmental charges of whatsoever name, nature, and kind which shall be levied, assessed, charged, or imposed, or which may become a lien or charge on or against the Licensed Premises or City Premises or any part thereof, during the entire term hereof.
- 8. Licensors' Right of Entry.** Licensors shall have the right and Licensee shall allow Licensors to enter the Licensed Premises upon twenty-four (24) hours' notice to inspect and verify compliance with the terms and conditions of this License. Licensors shall have the right to enter the Licensed Premises without notice in the case of emergency.
- 9. Assignment or Sublicensing.** Licensee shall have no right to assign or sublicense its interest in this License, whether by voluntary act, operation of law, or otherwise, without the prior written consent of the City of La Crosse Board of Park Commissioners in each instance. Licensors in its sole discretion may deny any request for assignment or sublicense for any reason. All sublicenses, assignments, assignees and sublicensees are bound by the terms and conditions of this License, regardless of any statement to the contrary within any sublicense or assignment document.
- 10. No Warranty.** Licensee accepts the Licensed Premises "as is" and acknowledges that it has inspected the Licensed Premises and determined it to be suitable for Licensee's use. Licensee agrees that it is not relying on any oral or written representations of Licensors concerning the Licensed Premises (including but not limited to dimensions, soil conditions, environmental conditions, municipal restrictions, or uses by adjoining or third parties). There is no warranty or representation given by the Licensors as to the condition of the Licensed Premises.
- 11. Improvements, Alterations, and Maintenance.**

 - (a) Licensee shall not be permitted to make any improvements, repairs or alterations to the Licensed Premises, the Licensee's boathouse or houseboat, and/or the Licensee's pier, without the prior written consent of the City of La Crosse Board of Park Commissioners, City of La Crosse Inspector, and WDNR.

(b) If the City of La Crosse Board of Park Commissioners consents in writing to allowing improvements, repairs or alterations to the Licensed Premises, the Licensee's boathouse or houseboat, and/or the Licensee's pier, the Licensors shall complete an application to the WDNR for certification of any allowed improvements, repairs or alterations under Wisconsin Statute § 30.121 and Wis. Admin. Code ch. NR 325. Each project at the Licensed Premises requires an application, and prior to commencing any work, WDNR certification is required along with all required City of La Crosse permits and approvals.

(c) During the term of this License, Licensee shall, at his or her own cost, keep the Licensed Premises in a sanitary condition, remove all trash and obsolete equipment from the Licensed Premises, and keep the Licensed Premises free from refuse or other debris. In the event that the Licensors fail to keep the Licensed Premises in such condition, the City of La Crosse has the right to clean-up the premises and Licensors shall be deemed responsible and reimburse the City of La Crosse for any and all clean-up fees and costs.

12. Utilities. All utilities, if any, are to be provided at the sole cost and expense of the Licensee and must be in compliance with all federal, state and local codes. Maintenance, relocation and/or removal of existing utilities are the responsibility of the Licensee. New utilities, modification to utilities, and relocation of utilities require prior written approval from the City of La Crosse Board of Park Commissioners. Under no circumstances shall Licensors be responsible for any interruption of any utility service.

13. Indemnification. To the fullest extent allowed by law, Licensee hereby indemnifies and shall defend and hold harmless, at Licensee's expense, the City of La Crosse and its elected and appointed officials, officers, employees or authorized representatives, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interests, attorney's fees (including in-house counsel legal fees), costs and expenses of whatsoever kind, character or nature whether arising before, during or after this Agreement, hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Licensee, or of anyone acting under its direction or control or on its behalf in connection with or incident to the Agreement, regardless if liability is sought to be imposed on the City. This indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of the City of La Crosse and its elected and appointed officials, officers, employees or authorized representatives.

Neither the granting of this License nor any terms and conditions of this License is intended or shall be construed as the Licensors waiving its statutory limitations and/or immunities as set forth in the applicable Wisconsin Statutes or other laws. This indemnity provision shall survive the termination or expiration of this License. The Licensee shall reimburse the Licensors and its elected and appointed officials, officers, employee and authorized representatives for any and all legal expenses and costs incurred by each of

them in connection therewith or in enforcing the indemnity herein provided. Licensee's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Licensors.

- 14. Insurance.** Licensee shall obtain and maintain for the duration of this License, a minimum liability policy in the amount of five hundred thousand dollars (\$500,000) each person, eight hundred thousand dollars (\$800,000) each accident and five hundred thousand dollars (\$500,000) for property damage. The City of La Crosse, its officials, employees and authorized agents shall be named as additional insureds. Prior to the execution of this Agreement, Licensee shall file with the Parks, Recreation and Forestry Department of the City of La Crosse evidence to the Licensors' satisfaction of such insurance. Licensee shall provide Licensors with a thirty (30) day notice prior to termination or cancellation of the policy. Licensors reserve the right to require review and approval of the actual policy of insurance before it executes this Agreement.

If Licensee fails to maintain a policy of insurance as required for the term of this License, the Licensors may immediately revoke this License and require the immediate removal by the Licensee of the Licensee's improvements and personal property from the Licensed Premises at the Licensee's sole cost and expense, and Licensee shall restore the Licensed Premises to its preexisting condition or better pursuant to the standards and requirements set forth in this Agreement.

- 15. Mechanic's Liens and Other Liens.** Licensee hereby covenants and agrees that it will not permit or allow any mechanic's or materialman's liens or any other lien whatsoever to be placed on the Licensors' interest in the Licensed Premises during the term of this Agreement.

- 16. Permits, Certificates, and Licenses.** Licensee shall acquire and provide at its own cost and keep enforced during the term of this License Agreement, all necessary permits, approvals, governmental certificates, and licenses, local, state, or federal, required for its use of the Licensed Premises. Prior to the commencement of the license term under this Agreement, Licensee shall provide to Licensors copies of all permits, approvals, certificates and/or licenses required by applicable law for its use of the Licensed Premises. In addition, prior to making any improvements, repairs or alterations on the Licensed Premises, Licensee shall provide to Licensors copies of all permits, approvals, certificates, and/or licenses required by applicable law for its improvements, repairs or alterations of the Licensed Premises.

- 17. Governing Law.** This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.

- 18. Compliance with Laws.** Issuance of this License shall not be construed as a waiver of the Licensee's obligation to comply with any more restrictive requirements imposed by any federal, state or local law or regulation. Licensee agrees to comply with all applicable federal, state, and local laws and regulations.
- 19. Entire Agreement and Amendment.** This Agreement, all Exhibits hereto, and any other documents referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior discussions and understandings of the parties (whether written or oral) are deemed merged in this Agreement. This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.
- 20. No Personal Liability.** Under no circumstances shall any elected or appointed official, officer, employee or authorized representative of the Licensors have any personal liability arising out of this License; and the Licensee agrees that it shall not seek or claim any such personal liability.
- 21. No Property Interest Conveyed.** This License is solely for Licensee's use of the Licensed Premises pursuant to the terms and conditions of this License and this License does not convey any interest or rights in the riparian land or adjacent riverbed. Licensee agrees that the Licensors shall not be responsible for any compensation to the Licensee or anyone else should this License be revoked or non-renewed. Licensee further waives any and all benefits under Federal or State Eminent Domain or Relocation laws related to this License.
- 22. Force Majeure.** Licensors shall not be responsible to Licensee for any resulting losses and it shall not be a default hereunder if any of the terms of this Agreement is delayed or prevented or the Licensed Premises become unusable due to revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, or by any other cause not within the control of the Licensors, and which exercise of reasonable diligence is unable to prevent, whether of the class of causes hereinabove enumerated or not.
- 23. No Waiver.** The failure of Licensors to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant or condition by the Licensors and the obligation of the Licensee with respect to such future performance shall continue in full force and effect.
- 24. Authority to Sign.** The persons(s) signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

25. No Third-Party Beneficiary. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

26. Severability. The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

27. Survival. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the day and year first above written.

LICENSEE:

LICENSOR: CITY OF LA CROSSE

By: _____

By: _____

Print Name: _____

Print Name/Title: _____

Boathouse/Houseboat State Registration
No. _____