

LA CROSSE MUNICIPAL BOAT HARBOR

1500 Joseph Houska Park Dr 400 La Crosse Street (Mailing) La Crosse, Wisconsin 54601 www.cityoflacrosse.org/parks

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Dry Storage/Freeze-In Terms and Conditions/Rules

1. Definition of Terms

Agreement means the Dry Storage/Freeze-In Agreement between the Marina and the Vessel/Trailer Owner.

Marina and/or Harbor means La Crosse Municipal Boat Harbor.

Agreement Dates means the period stated on Agreement.

Vessel means a currently registered, with the Department of Natural Resources, pleasure craft.

Trailer means a boat trailer designed to launch, retrieve, carry, and sometimes store vessels.

Vessel or Trailer Owner means the legal and/or beneficial owner or charterer of the Vessel/Trailer or duly authorized to act as agent of the legal and/or beneficial owner, including but not limited to the customer in the Transient Multiple-Slip Agreement.

2. Billing

Unless specifically stated in the Fee Schedule sheet, all Services are provided on a time and materials basis.

3. Maintenance Requirements

3.1 Vessel/Trailer must adhere to all terms and conditions/rules outlined in the Agreement.

3.2 Vessel Owner shall maintain current Department of Natural Resources registration as required by home state of Vessel.

4. Term

The Terms and Condition/Rules shall be in effect for the period stated in the Agreement unless sooner terminated by destruction of facilities by storm, ice, freezing, fire, or any other occurrence.

5. Invoice

Upon completion of the Agreement, the Marina shall invoice the Vessel/Trailer Owner for the services which shall include any applicable sales tax and environmental fees and shall be payable upon receipt.

6. Finance Charge

Vessel/Trailer Owner may be charged interest in the amount of 18% annually (1.5% per month) on all balances over 28 days past due.

7. Liability

7.1 Bodily Injury or Property Damage to Vessel/Trailer Owner. Any bodily injury or property damage to the Vessel/Trailer Owner, Vessel/Trailer, the contents thereof, or any other property of the Vessel/Trailer Owner in or around any property owned or controlled by the Marina is and shall remain the responsibility of

the Vessel/Trailer Owner. Neither the City of La Crosse nor the Marina has any liability for any such injury or damage. Causes of such injury may include, but are not limited to, vandalism, malicious mischief, theft, or damages caused by wind action, storm, ice or freezing, or the conditions of the storage area itself. Vessel/Trailer Owner shall provide his own insurance against losses to property of the Vessel/Trailer Owner and hereby agrees to indemnify and hold harmless the Marina and the City of La Crosse with respect to any such loss or damage, even if caused by the negligence of the Marina or the City of La Crosse.

7.2 Bodily Injury or Property Damage to Others. Vessel/Trailer Owner hereby assumes full responsibility for any bodily injury or property damage caused by Vessel/Trailer Owner, Vessel/Trailer Owner's agents or invitees, to any persons or property, including the Marina. Vessel/Trailer Owner shall indemnify and hold the Marina and the City of La Crosse harmless from any such bodily injury or property damage and agrees to carry insurance to insure the Vessel/Trailer Owner against any such liability. The Vessel/Trailer Owner shall provide evidence of liability insurance, a minimum of \$100,000, to insure against all risks assigned to the Vessel/Trailer Owner under the Agreement and maintain this insurance through the duration of this Agreement.

8. Lien

In addition to those liens arising under state or federal law, as Vessel/Trailer Owner, you grant the Marina a security interest in the Vessel/Trailer, its equipment, furnishings and other appurtenances, to secure sums due under the Agreements. The Marina reserves the right to file a financing statement with the Wisconsin Department of Financial Institutions evidencing its security interest in the Vessel/Trailer at any time after consummation of any the Agreements.

9. Boarding

While the Vessel/Trailer is located at the Marina, the Vessel/Trailer Owner extends a license to the Marina to board the Vessel or move the trailer for any legitimate business purpose related to hazards, security, and safety.

10. Repossession of Equipment

In the event that the Vessel/Trailer Owner defaults under the terms and conditions of the Agreements herein, the Marina may board the Vessel for the purpose of removing any machinery, equipment or material the Marina provided or installed.

11. Term of Agreement

La Crosse Municipal Boat Harbor basin and docks will be available as stated on the Agreement, unless otherwise agreed to in writing or weather/river conditions permitting.

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12. Termination

12.1 Termination. The Marina shall have the right to terminate the Agreement in the event of any breach by the Vessel/Trailer Owner: (a) Of these Terms and Conditions/Rules, (b) Any Boating Safety Rules and Regulations, (c) By any failing to make any payment/s due and/or (e) By providing false or misleading information in connection with the Agreement.

12.2 Notice of Termination. The Marina shall provide Ten (10) days written notice of termination of any of the Agreements by registered US Mail.

12.3 Removal of Vessel/Trailer. In the event that any Agreement is terminated under this section, the Marina may remove Vessel/Trailer from the Marina, at the Vessel/Trailer Owners cost.

12.4 In the event the Vessel/Trailer Owner elects to terminate Agreement during the course of this agreement, the Vessel/Trailer Owner shall provide ten (10) days written notice of such termination. There will be no refund of fees.

13. Governing Law

The terms of the Agreement shall be governed by the laws of Wisconsin.

14. Waiver

Waiver of any condition by the Marina or the City of La Crosse shall not be deemed to be a continuing waiver.

15. Transfer of Agreement to Immediate Family

Transfer of Agreement from listed record of Vessel/Trailer Owner to an immediate family member is allowed at the sole discretion of the City of La Crosse. For the purposes of this Agreement, immediate family shall include, and be limited to: spouse, parents, grandparents, children, grandchildren, brothers, and sisters.

16. Transfer of Agreement Through Sale of Vessel

Transfer of Agreement from listed record of Vessel/Trailer Owner to a non-family member because of vessel sale is allowed at the sole discretion of the City of La Crosse.

17. Electricity

No electricity is provided as part of the Agreement.

18. Staying/Living On Vessel While In Dry Storage Or Froze In

Not allowed.

19. Services Provided

None.

20. Working On Vessel While In Dry Storage

With permission prior to commencement of work.

21. Miscellaneous

The City of La Crosse or Marina, at its sole discretion may install fencing w/gate to the perimeter of the dry storage area which at that time will require Vessel/Trailer Owner to contact staff to allow access to dry storage area. Such access shall be by 48-hour notice. Storage area is for vessel/trailer only. No items will be allowed under or next to vessel/trailer. Vessel/Trailer shall be clearly marked with Agreement registered owners name. This Agreement is for dry storage or freeze-in only and does not include the logistical moving of a vessel or trailer. The Marina shall, at its sole discretion, assign a mooring slip for vessel freeze-in. The City of La Crosse or Marina, at its sole discretion, may contract with a third party to manage and/or operate dry storage and/or freeze-in operations and the dry storage area. A completed Agreement will include a current year City of La Crosse Parks, Recreation, & Forestry Boat Launch Season Pass.