

La Crosse Municipal Harbor Slip Fees

Dock	Slip Size	Resident			Non-Resident		Total
		2020			2020	10%	
			Rate		Rate	Non-Res Fee	
A & B	20		\$ 750.00		\$ 750.00	\$ 75.00	\$ 825.00
C-northside	24		\$ 800.00		\$ 800.00	\$ 80.00	\$ 880.00
C-southside	14 x 32		\$ 1,400.00		\$ 1,400.00	\$ 100.00	\$ 1,500.00
C-southside D-northside	16 x 40		\$ 1,500.00		\$ 1,500.00	\$ 100.00	\$ 1,600.00
D-northside	16 x 50		\$ 2,300.00		\$ 2,300.00	\$ 100.00	\$ 2,400.00
D-southside	18 x 50		\$ 2,325.00		\$ 2,325.00	\$ 100.00	\$ 2,425.00

Rates above INCLUDE sales tax

LA CROSSE MUNICIPAL HARBOR

1502 Marco Drive 400 La Crosse Street (Mailing) La Crosse, Wisconsin 54601 www.cityoflacrosse.org/parks

Leah Burns: 608-789-8672 burnsl@cityoflacrosse.org

Gary Thurk: 608-792-3982, couleeregionservices@gmail.com

2020 Season-Transient Multiple-Slip Facility Agreement

Vessel Owner(s): _____ Boat Name: _____
Address: _____ Email Address: _____
Home Phone: _____ City/State/Zip: _____
Vessel Make: _____ Cell Phone: _____
Insurance Carrier: _____ Vessel Width & Length: _____
Insurance Policy #: _____ DNR Registration #: _____
Ins Policy Expiration: _____

Vessel Is Owned By (Circle): Individual Partnership Corporation

Slip Number: _____ Dock (Circle): A B C D

Agreement Start Date: May 1, 2020 Agreement End Date: October 31, 2020

See Schedule For Slip Fee Structure
10 % Non-resident Fee Up To A Maximum of \$100
Includes Electricity As Stated In TERMS AND CONDITIONS/RULES
Includes water and sales tax

Agreement Amount Due Inc Sales Tax _____
Non-Refundable Deposit Due Nov 1, 2019 _____
Full Balance Due On Or Before April 15, 2020 _____

I agree to be bound by the foregoing Transient Multiple-Slip Agreement. I also acknowledge receipt and agree to be bound by the Fee Schedule, Terms and Conditions/Rules, and Environmental Policies in effect on the date hereof. I have acknowledged insurance on my vessel is current, agree to keep it in force for the duration of this agreement, and have included a copy with this agreement.

Vessel Owner: _____ Date: _____

Office Use Only			
Date Deposit Received:		Date Balance Received:	

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Terms and Conditions/Rules-2020 Season

1. Definition of Terms

Agreement means the Transient Multi-Slip Agreement between the Marina and the Vessel Owner.

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

Agreement Dates means the period from May 1st to October 31st of each year. This period is subject to change dependent on river conditions.

Vessel means a currently registered, with the Department of Natural Resources, pleasure craft (commercial vessels not allowed) that is in good repair, running condition and capable of navigation under its own power.

Vessel Owner means the legal and/or beneficial owner or charterer of the Vessel 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 must be properly maintained at the cost of vessel owner, and adhere to all terms and conditions/rules outlined in the Agreement.

3.2 Vessel shall be in running and navigable condition at all times while being moored in Marina.

3.3 The City of La Crosse, at its sole discretion, may terminate the Agreement, as stated in section 12 with any Vessel Owner that does not intend to maintain the Vessel in running and navigable condition. The City of La Crosse shall, case-by-case, determine intent of vessel owner to be in compliance with properly maintaining vessel.

3.4 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 Harbor shall invoice the Vessel Owner for the services which shall include any applicable sales tax and environmental fees and shall be payable upon receipt and/or when stated as due.

6. Deposits, Balances Due, & Late Fees

Any vessel owner asked to return for the upcoming next year season will be required to make a deposit as stated on the upcoming season AGREEMENT by the required date or will relinquish the right to that slip as assigned. Deposits are non-refundable. Vessel owners failing to pay balances due on slip fees by the required date(s) stated in the AGREEMENT will have their AGREEMENT revoked, lose the assigned slip or be accessed a \$300 late fee at the sole discretion of the City of La Crosse.

7. Liability

7.1 Bodily Injury or Property Damage to Vessel Owner. Any bodily injury or property damage to the Vessel Owner, Vessel, the contents thereof, or any other property of the Vessel Owner in or around any property owned or controlled by the Marina is and shall remain the responsibility of the Vessel 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 wave action, storm, ice or freezing, or the conditions of dock or the Marina itself. Vessel Owner shall provide his own insurance against losses to property of the Vessel 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 Owner hereby assumes full responsibility for any bodily injury or property damage caused by Vessel Owner, Vessel Owner's agents or invitees, to any persons or property, including the Marina. Vessel 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 Owner against any such liability. The Vessel Owner shall provide evidence of liability insurance, a minimum of \$100,000, to insure against all risks assigned to the Vessel 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 Owner, you grant the Marina a security interest in the Vessel, 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 at any time after consummation of any the Agreements.

9. Boarding

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

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Terms and Conditions/Rules-2020 Season

10. Repossession of Equipment

In the event that the Vessel 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 Slip Agreement

La Crosse Municipal Boat Harbor basin and docks will be available May 1st until October 31st of each year, unless otherwise agreed to in writing, weather/river conditions permitting or as approved/directed by marina management

12. Termination

12.1 Termination. The Marina shall have the right to terminate the Agreement in the event of any breach by the Vessel 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. Slips fees and/or deposits paid are non-refundable.

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

12.4 In the event the Vessel Owner elects to terminate Agreement during the course of this agreement, the Vessel Owner shall provide ten (10) days written notice of such termination. Any refund of AGREEMENT fees shall be prorated to the end of the current month of receiving written notice and will be subject to a \$100 processing fee. Refunds for early slip Agreement termination shall be at the sole discretion of the City of La Crosse subject to a \$100 processing fee.

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 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 Owner to a non-family member because of vessel sale is allowed at the sole discretion of the City of La Crosse.

17. Electricity

Electricity is provided as part of the fee structure with the following conditions: Electricity on Docks A & B are for occasional use only (battery charger, vacuum cleaner, etc.). Electricity on Docks C & D shall be limited to 2000kWh use per 1 (one) Agreement Dates period per Vessel Owner. Slip holders using more than the above stated kWh will be assessed and invoiced \$75 for each 500kWh block used.

18. Live-A-Board Vessel Owners & Vessels

Specific Terms and Conditions/Rules in a separate Agreement.

19. Services Provided:

Services include, but are not limited to, and may be modified as deemed necessary as determined solely by the City of La Crosse: Water, parking, refuse pickup, electricity, portable toilets, and pump out service (in house or by 3rd party vendor with 24-hour notice).

20. Pets

Pets shall be leashed within the confines of the Marina and toileted in designated areas only. Pet owner is responsible for immediate cleaning of dock in the event of an accident. Pet owner will be billed if staff has to clean non-designated areas. Pets permitted only if they do not disturb other guests.

21. Miscellaneous

Electrical cords shall be properly stored and maintained and be certified "wet, outdoor, or marina" use and not cause a safety or trip hazard. Water hoses used shall be properly stored and maintained and shall not cause a safety or trip hazard. The use or installation of deck or dock boxes is not allowed. Trailers of any kind must be parked in designated spots only as determined by harbor management. Placing items on main and finger piers is not allowed.

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LIVE ABOARD Terms and Conditions/Rules 2019/2020

1. Definition of Terms

Agreement means the LIVE ABOARD Agreement between the Marina and the Vessel Owner.

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Agreement Dates means the period from November 1st to April 30th of the following year.

Vessel means a currently registered, with the Department of Natural Resources, pleasure craft (commercial vessels not allowed) that is in good repair, running condition and capable of navigation under its own power.

Vessel Owner means the legal and/or beneficial owner or charterer of the Vessel 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 must be properly maintained at the cost of vessel owner, and adhere to all terms and conditions/rules outlined in the Agreement.
- 3.2 Vessel shall be in running and navigable condition at all times while being moored in Marina.
- 3.3 The City of La Crosse, at its sole discretion, may terminate the Agreement, as stated in section 12 with any Vessel Owner that does not intend to maintain the Vessel in running and navigable condition. The City of La Crosse shall, case-by-case, determine intent of vessel owner to be in compliance with properly maintaining vessel.
- 3.4 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 Owner for the services which shall include any applicable sales tax and environmental fees and shall be payable upon receipt.

6. Finance Charge

Vessel 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 Owner. Any bodily injury or property damage to the Vessel Owner, Vessel, the contents thereof, or any other property of the Vessel Owner in or around any property owned or controlled by the Marina is and shall remain the responsibility of the Vessel 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 wave action, storm, ice or freezing, or the conditions of dock or the Marina itself. Vessel Owner shall provide his own insurance against losses to property of the Vessel 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 Owner hereby assumes full responsibility for any bodily injury or property damage caused by Vessel Owner, Vessel Owner's agents or invitees, to any persons or property, including the Marina. Vessel 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 Owner against any such liability. The Vessel Owner shall provide evidence of liability insurance, a minimum of \$100,000, to insure against all risks assigned to the Vessel 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 Owner, you grant the Marina a security interest in the Vessel, 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 at any time after consummation of any the Agreements.

9. Boarding

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

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LIVE ABOARD Terms and Conditions/Rules 2019/2020

10. Repossession of Equipment

In the event that the Vessel 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 LIVE-A-BOARD Agreement

La Crosse Municipal Boat Harbor basin and docks will be available November 1st until April 30th of the following year.

12. Termination

12.1 Termination. The Marina shall have the right to terminate the Agreement in the event of any breach by the Vessel 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. In the event that any Agreement is terminated under this section, the Marina may remove Vessel from the Marina, at the Vessel Owners cost. Marina ice conditions may delay such removal, but shall none the less, negate this removal when conditions allow.

12.4 In the event the Vessel Owner elects to terminate Agreement during the course of this agreement, the Vessel Owner shall provide ten (10) days written notice of such termination. Refunds for early LIVE ABOARD Agreement termination shall be at the sole discretion of the City of La Crosse.

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 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 Owner to a non-family member because of vessel sale is allowed at the sole discretion of the City of La Crosse.

17. Electricity

Electricity shall not be provided during the term of this Agreement. Vessel owner will be responsible to "run power" to vessel meeting Marina specifications at their expense, make arrangements with the local electric company to provide an electric meter at their expense, and make arrangements with the local electric company to be directly billed for electric use.

18. Placement in Harbor

The Marina may specify a vessel slip location for the duration of this Agreement.

19. Services Provided:

Parking lot snow plowing. No other services will be provided.

20. Pets

Pets shall be leashed within the confines of the Marina and toileted in designated areas only. Pet owner is responsible for immediate cleaning of dock in the event of an accident. Pet owner will be billed if staff has to clean non-designated areas. Pets permitted only if they do not disturb other guests.

21. Miscellaneous

The use or installation of deck or dock boxes is not allowed. Vessel owners shall be responsible to shovel/remove snow as needed to maintain safe access of piers and gangways. Plastic shovels only are to be used for this task. Vessel owners are responsible for the safe and legal disposal of gray water, black water, human waste, and trash.

22. Right To Access Property Taxes

The City of La Crosse reserves the right, as allowed by Wisconsin State law, to inspect vessel, value it, and assess personal property taxes as allowed by State and local law.

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LIVE ABOARD Agreement 2019/2020

Vessel Owner(s): _____ Boat Name: _____

Email Address: _____
Address: _____ City/State/Zip: _____
Home Phone: _____ Cel Phone: _____
Vessel Make: _____ Vessel Width & Length: _____
Insurance Carrier: _____ DNR Registration #: _____
Insurance Policy #: _____ State of Registration: _____

Vessel Is Owned By (Circle): Individual Partnership Corporation

Agreement Start Date: _____
Date: November 1, 2019 Agreement End Date: April 30, 2020

\$700.00 Fee

Electricity Not Included

Includes Sale Taxes

10% non-City resident fee up to a maximum of \$100

Agreement Amount Due: _____

Balance (Due October 1, 2019): _____

I agree to be bound by the foregoing Live Aboard Agreement. I also acknowledge receipt and agree to be bound by the Fee Schedule, Terms and Conditions/Rules, and Environmental Policies in effect for live aboards on the date hereof. I have acknowledged insurance on my vessel is current, agree to keep it in force for the duration of this agreement, and have included a copy with this agreement.

Vessel Owner: _____ Date: _____

Office Use Only			
Date Received:		Initial:	

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Vessel Owner means the legal and/or beneficial owner or charterer of the Vessel 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 must be properly maintained at the cost of vessel owner, and adhere to all terms and conditions/rules outlined in the Agreement.

3.2 Vessel shall be in running and navigable condition at all times while being moored in Marina.

3.3 The City of La Crosse, at its sole discretion, may terminate the Agreement, as stated in section 12 with any Vessel Owner that does not intend to maintain the Vessel in running and navigable condition. The City of La Crosse shall, case-by-case, determine intent of vessel owner to be in compliance with properly maintaining vessel.

3.4 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 Owner for the services which shall include any applicable sales tax and environmental fees and shall be payable upon receipt.

6. Finance Charge

Vessel 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 Owner. Any bodily injury or property damage to the Vessel Owner, Vessel, the contents thereof, or any other property of the Vessel Owner in or around any property owned or controlled by the Marina is and shall remain the responsibility of the Vessel 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 wave action, storm, ice or freezing, or the conditions of dock or the Marina itself. Vessel Owner shall provide his own insurance against losses to property of the Vessel 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 Owner hereby assumes full responsibility for any bodily injury or property damage caused by Vessel Owner, Vessel Owner's agents or invitees, to any persons or property, including the Marina. Vessel 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 Owner against any such liability. The Vessel Owner shall provide evidence of liability insurance, a minimum of \$100,000, to insure against all risks assigned to the Vessel Owner under the Agreement and maintain this insurance through the duration of this Agreement.

8. Lien

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9. Boarding

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10. Repossession of Equipment

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11. Term of LIVE-A-BOARD Agreement

La Crosse Municipal Boat Harbor basin and docks will be available November 1st until April 30th of the following year.

12. Termination

12.1 Termination. The Marina shall have the right to terminate the Agreement in the event of any breach by the Vessel 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. In the event that any Agreement is terminated under this section, the Marina may remove Vessel from the Marina, at the Vessel Owners cost. Marina ice conditions may delay such removal, but shall none the less, negate this removal when conditions allow.

12.4 In the event the Vessel Owner elects to terminate Agreement during the course of this agreement, the Vessel Owner shall provide ten (10) days written notice of such termination. Refunds for early LIVE ABOARD Agreement termination shall be at the sole discretion of the City of La Crosse.

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

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17. Electricity

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18. Placement in Harbor

The Marina may specify a vessel slip location for the duration of this Agreement.

19. Services Provided:

Parking lot snow plowing. No other services will be provided.

20. Pets

Pets shall be leashed within the confines of the Marina and toileted in designated areas only. Pet owner is responsible for immediate cleaning of dock in the event of an accident. Pet owner will be billed if staff has to clean non-designated areas. Pets permitted only if they do not disturb other guests.

21. Miscellaneous

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22. Right To Access Property Taxes

The City of La Crosse reserves the right, as allowed by Wisconsin State law, to inspect vessel, value it, and assess personal property taxes as allowed by State and local law.

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2019/2020 Fall-Winter Dry Storage/Freeze-In Agreement

Vessel Owner(s): _____ Boat Name: _____

Email Address: _____
Address: _____ City/State/Zip: _____
Home Phone: _____ Cell Phone: _____
Trailer Make: _____ Trailer Width & Length: _____
DNR Registration # _____
or VIN # _____ State of Registration _____

Vessel or Trailer Is Owned By (Circle): Individual Partnership Corporation

Agreement Start Date: November 1, 2019 Agreement End Date: April 30, 2020

Agreement Is For The Period As Shown Above
Current Slip Holder Dry Storage Fee \$5.50 per foot. Current Slip Holder Freeze-in Storage Fee \$425.00
Non-Current Slip Holder Dry Storage Fee \$11.00 per foot. Non-Current Slip Holder Freeze-in Storage Fee \$550.00
Non-residents Charged An Additional 10% up to a maximum of \$100
SALES TAX IS INCLUDED IN THE AMOUNTS ABOVE

Agreement Amount Due: _____

I agree to be bound by the foregoing Dry Storage/Freeze-In Agreement. I agree to be bound by the Terms and Conditions/Rules, and Environmental Policies in effect on the date hereof. I have acknowledged insurance on my vessel or trailer is current, and agrees to keep it in force for the duration of this agreement, and have included a copy with this agreement.

Vessel or Trailer Owner: _____ Date: _____

Office Use Only			
Boat Sticker Number:		Initial:	

LA CROSSE MUNICIPAL HARBOR

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Tracy Rudi: 608-789-7309, rudit@cityoflacrosse.org

Gary Thurk: 608-792-3982, couleeregionservices@gmail.com

Dry Storage/Freeze-In Terms and Conditions/Rules-2019/2020

1. Definition of Terms

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Agreement Dates means the period stated on Agreement.

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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.

LA CROSSE MUNICIPAL HARBOR

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

Tracy Rudi: 608-789-7309, ruditi@cityoflacrosse.org

Gary Thurk: 608-792-3982, couleeregionservices@gmail.com

Dry Storage/Freeze-In Terms and Conditions/Rules-2019/2020

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.