

# 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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## LIVE ABOARD Terms and Conditions/Rules

### 1. Definition of Terms

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

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

**Agreement Dates** means the period from November 1st to April 30<sup>th</sup> 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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### 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 30<sup>th</sup> 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:

Services include, but are not limited to, and may be modified as deemed necessary as determined solely by the City of La Crosse: Parking, snow removal, portable toilets, and refuse pickup.

### 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, and human waste.

### 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.