

**FORBEARANCE AGREEMENT BETWEEN  
THE CITY OF LA CROSSE  
AND  
LA CROSSE MUNICIPAL HARBOR, INC.**

**WHEREAS**, the *City of La Crosse* (hereinafter referred to as the "City"), entered into a Lease Agreement with *La Crosse Municipal Harbor, Inc. f/k/a La Crosse Municipal Boat Harbor, Inc.* (hereinafter referred to as "LMBH") on December 15, 1977 for 25 years, renewable for an additional 25 years at Lessee's option. A copy of the original Lease Agreement is attached hereto as Appendix "A" and made a part hereof by this reference as if set forth in full;

**WHEREAS**, LMBH renewed the Lease in May of 2002 for an additional 25 years, with a current termination date of December 14, 2027, unless the Lease goes into default;

**WHEREAS**, the City and LMBH have been engaged in a series of discussions related to compliance with the terms and conditions of the Lease Agreement and compliance with City ordinances

- i. On July 29, 2013 the City of La Crosse Inspection Department issued two Orders to Correct under Reference Numbers 10595 and 10596.
- ii. On August 5, 2013 a Notice of Default under the Lease was issued to LMBH for assorted matters.
- iii. The City introduced a resolution to move forward with Court action to terminate the lease with a public hearing on the same.
- iv. The City adopted the resolution to move forward with Court action to terminate the Lease but agreed to defer all action until December of 2013 to allow LMBH, Mayor Kabat and Council President Swantz to negotiate a resolution of the matter.

**THEREFORE AS A RESOLUTION OF THE ONGOING DISPUTES AND CLAIMS OF DEFAULT IN THE MATTER, THE PARTIES AGREE THE CITY WILL FORBEAR OR WITHHOLD ANY FURTHER ACTION TO TERMINATE THE LEASE PROVIDING THE FOLLOWING TERMS AND CONDITIONS ARE MET:**

1. Prior to December 31, 2013 LMBH will file all missing personal property tax reports for the years 2011; 2012 and 2013 and continue to file all future reports when due.

2. The City will approve the sublease with La Crosse Harbor Services, Inc. dated September 22, 2005 and attached hereto as Appendix "B" on the following terms and conditions:
  - A. The sublease may not extend past the termination date of the Lease between the City and LMBH;
  - B. La Crosse Harbor Services, Inc. will file personal property tax reports with the City of La Crosse for the years 2011, 2012 and 2013 and pay any delinquent taxes for those years, plus any accrued interest and penalty by January 31, 2014.
  - C. La Crosse Harbor Services, Inc, will file any future personal property tax reports with the City of La Crosse when and if due;
  - D. The City of La Crosse will be named an additional insured, as evidenced by additional insured endorsements signed by the insurer's representative, under any and all insurance policies called for in the sublease agreement on or before December 31, 2013; and
  - E. As the additional consideration due to the City for the approval of the sublease, LMBH agrees to impose a non-resident surcharge as set forth in paragraph 3 below.
3. *Non-Resident Surcharge.* For the boating/docking/storage season commencing on or about October 15, 2014 and for each year thereafter, the LMBH agrees to pay to the City as a surcharge an amount equal to the lesser of ten percent (10%) of the LMBH's seasonal slip rate or One Hundred and no/100 Dollars (\$100.00) for each non-resident slip rental (hereinafter the "Non-Resident Surcharge") as defined and determined below:
  - A. On or before June of each year, the LMBH shall provide the City signed copies of all slip rental agreements, showing name, address, rate paid for the current seasons slip rental and resident, non-resident status. Any additions or changes must be supplemented by August 1 of each year.
  - B. Residency shall be defined as the permanent domicile of the party. For a business, residency is determined by the domicile of the majority owner or president of the business. The name on the rental agreement must be the same as the occupant of the slip and the owner of the vessel.
  - C. The Non-Resident Surcharge must be paid by no later than August 1 of each year.

4. All Rents payments under this Lease will be paid as set forth in Paragraph 9 below.
5. All sewer and water payments, personal property taxes and any other amounts due the City for any services, fees or charges whatsoever must be paid when due.
6. Leased Premises are defined as those certain Premises and improvements thereon in the City of La Crosse, County of La Crosse, State of Wisconsin, more particularly described as:

*A legal description is attached to the original lease attached hereto as **Appendix "A"**.*

7. Allowed Operations and Uses within the Premises.

A. For and in consideration of the covenants, conditions and agreements hereinafter contained, City hereby grants permission to LMBH to use the Premises for the docking and storing of personal boats, marina, sundry sales, LMBH slip rental customers boat repair and maintenance and the operation of a small retail store. City understands and agrees that all boat docks, piers, ramps from shoreline, gas tanks, gas pumps, electrical and plumbing services, service building, laundry/bath building, marina store and portable storage building are personal property of LMBH. All uses are subject to compliance with uses allowed within the flood zoned areas and in compliance with all city zoning ordinances.

B. Except for the Sublease referenced in paragraph 2 above, no other businesses, activities, or uses may take place on the Premises on either a permanent or temporary basis without the advance written consent and agreement of any additional terms and conditions set forth by the City, which shall include both the City Council and the Park Board.

C. In the event of a vacancy, City residents will be given priority over non-city residents when renting boat slips.

D. In conducting any of the above operations or uses, LMBH and any sub-lessees must be in full compliance with all of the codes, ordinances, statutes, rules and regulations of the City of La Crosse, County of La Crosse, State of Wisconsin and the United States Government and any of their committees, boards, agencies or commissions.

8. Term. The commencement date for this Lease shall continue until December 14, 2027. There are no further renewals or extensions contained in this Agreement.

9. **Rent and Accounting.**

A. ***Annual Lease Fee.***

1. The Rental Amount due will continue as set forth in the original lease agreement, which is attached hereto as Appendix "A", except as modified herein.
2. Rent for the year due in December of 2013 shall be due in full upon the signing of this Agreement and thereafter shall be due in full on December 15th of each year of the Lease.

B. **Late Payment Penalty and Interest:**

1. Any amounts due the City shall be paid, without demand, at the Office of the Treasurer, 400 La Crosse Street, 2<sup>nd</sup> Floor, La Crosse, WI 54601.
2. If any and all amounts due under this Lease are not made within ten (10) days of the original due date, a late payment penalty of ten percent (10%) of the amount due will be assessed and added to the amount due.
- 3.. In addition, any and all amounts required to be paid to the City, if not paid when due shall accrue interest at the rate of ten percent (10%) per annum from and after their due date until paid.

C. ***Accounting.***

1. LMBH shall keep, or cause to be kept, full, complete and proper books, records and accounts of all income and expenses of any and all LMBH activities which generate any income whatsoever upon the Premises. All such books, records and accounts, including any sales tax reports that LMBH may be required to furnish to any governmental agency, shall, at all reasonable times, be open to the inspection of the City, City's auditor or other authorized representative or agent at no cost to City or City's agents. If LMBH fails to supply any and all records when asked or attempts to charge a fee or cost of any kind for inspection, reproduction, review or duplication of these records, it will be an immediate monetary default under the terms and conditions of this Lease.

**2. Public Records:**

a. LMBH understands and acknowledges that City is subject to the Public Records Law of the State of Wisconsin. As such, LMBH agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Lease for a period of not less than seven (7) years after the termination or expiration of this Lease. Additionally, LMBH agrees to indemnify and hold harmless City, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from LMBH's actions or omissions which contribute to City's inability to comply with the Public Records Law. In the event that the LMBH decides not to retain its records for a period of seven (7) years, then it shall provide written notice to City whereupon City shall take custody of said records assuming such records are not already maintained by City. This provision shall survive the termination this Lease.

b. If the City receives any public records request for information related to the LMBH or any activities upon the Premises leased to the LMBH, the City will notify LMBH of the request and allow LMBH to decide whether to challenge the release of those records, as may be allowed by law. Any challenge shall be at the expense of LMBH and LMBH agrees to indemnify the City from and all expenses, penalties, fees, costs or fines related to the same.

c. All records and information obtained under this agreement may be shared with any and all City staff, elected officials, Board members or commission members or with any entity contracted by the City for any City purpose, including but not limited to bonding, insurance, assessments, legal or financial matters

d. Any and all information obtained under this agreement may be released to the public, as part of an enforcement proceedings or compliance and verification proceedings related to this agreement.

**3. On or before November 1 of each year, LMBH shall submit to the City Board of Park Commissioners for review and approval any proposed slip rental agreements and the rules and regulation for the upcoming year. On or before November 1 of each year, the LMBH shall submit to the City**

Board of Park Commissioners for review the fees and rates to be charged for the next year for uses and activities on the Premises. The Docking Agreement for the 2014 season is attached to this Forbearance Agreement as Addendum "D" and is approved as part of this Agreement.

10. **Audit of Books and Records.**

In order to insure compliance with the Lease and forbearance agreement, the City may, at City's expense, audit the books and records of the LMBH, its sub-lessees, assignees for any activities which generates any income at all from the premises, to determine compliance with the obligations of this Lease. The LMBH agrees to assist and comply with all instructions related to the same and shall ensure that any and all agreements for use of the premises allow the City full access to all records necessary to comply with this provision.

11. **Compliance with all Laws.**

The LMBH shall, at its own cost and expense, be responsible to promptly comply and conform with all present and future laws, ordinances, rules, requirements and regulations of the federal, state, county and city governments and of any and all other governmental authorities or agencies affecting the Premises or its use, and LMBH shall, at its own cost and expense, make all additions, alterations or changes to the Premises or any portion thereof as may be required by any governmental authority or agency.

12. **Ownership and Control of LMBH.**

A. LMBH states that as of the date of signing of this Lease, all shareholders and persons and entities with any interest in the LMBH's corporation are disclosed on the attached Exhibit "C" which is incorporated herein by this reference as if set forth in full.

B. If there is a change in the ownership of shares or interests in LMBH by fifty percent (50%) or more, or if LMBH is ever converted to a non-stock or not for profit corporation, then such transfer or change in ownership must be approved in advance, in writing, by the City and the Park Board. This approval may be unreasonably withheld and the City may also decide to renegotiate the entire lease agreement, including, but not limited to, increasing any and all fees and costs and requiring personal guarantees.

C. On an annual basis, on or before May 1 of each year, a disclosure signed and authenticated by the Secretary and President of the

corporation setting forth the current Officers, Directors and Shareholders LMBH, shall be provided to the City

13. City's Right of Entry and Inspection.

A. *Right of Entry.* City shall have the right to enter the premises from time to time, with or without advance notice, for the purpose of verifying compliance with the terms and conditions of this Lease. City shall have the right to enter the premises without notice in the case of emergency.

B. *Inspection of Records.* City may also request any and all records from LMBH pertinent to this Agreement and the underlying Lease, at no cost, upon ten (10) days advance notice for the purpose of verifying compliance with the terms and conditions of this Lease.

14. Repairs and Improvements.

LMBH, during the term of this Lease or any extension or renewal of this Lease, shall, at its expense, make all repairs as shall be reasonably necessary to keep said Premises in good condition and repair, reasonable wear and tear excepted. LMBH shall be responsible for maintaining its trade fixtures, furniture and personal property, including but not limited to all docks, boat slips, buildings, loading ramps, and utility services.

15. Assignment and Subletting.

LMBH shall not assign this Lease or any interest therein, nor let or underlet the premises or any part thereof or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person without the advance written consent of the City, which shall include both the City Council and its Park Board. This consent may be withheld for any reason.

16. Default.

The occurrence of any of the following shall constitute a default by LMBH under this Forbearance Agreement and the original Lease with the City:

A. Failure to timely pay any amounts due under to the City for any reason, if the failure continues for a period of ten (10) days after written notice has been given of the Default.

B. *Abandonment and Vacation of the Premises.* Failure to occupy and operate the premises for twenty (20) consecutive days may, at the option of the City, be deemed an abandonment and vacation. Regarding the requirement to occupy and operate, City understands that LMBH's active

operation season for boating is from approximately April 1 until October 31.

C. Failure to supply any documents or records required under this Lease.

D. LMBH's willful or malicious substantial injury to the premises or commission of waste to the same.

E. LMBH's making of an assignment for the benefit of creditors, (which is not approved in writing, in advance by the City), the filing of any tax liens or Judgments against the LMBH, which have not been timely appealed, or the failure to pay any amounts due the City for any purposes whatsoever.

F. Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after written notice has been given to LMBH to cure the default. This time frame for curing the default may be extended in the sole discretion by the Park Board or City Council upon a showing by LMBH of reasonable efforts to correct the same and that the cure cannot be made within the thirty (30) day notice period.

G. Sale or transfer of more than fifty percent (50%) of the personal property owned by LMBH, without advance City and Board of Park Commissioners written approval.

H. In the event of default, any amounts due the City under this Agreement may be levied as a special tax, special assessment or special charge as that term may be defined under Chapter 74 or Chapter 66 of the Wisconsin Statutes, or any other applicable chapter against the personal property located on the Premises.

**17. Non-Waiver of Default.**

A. The subsequent acceptance of a payment of any sums under this Agreement by the City shall not be deemed a waiver of any preceding breach of any obligation hereunder by LMBH other than the failure to pay the particular amount so accepted.

B. The failure by the City to assert or notice a default under this Lease in a timely manner is not considered a waiver or acceptance of the default.



**18. Increase in Insurance.**

Effective January 31, 2014, insurance due from LMBH under the Lease Agreement shall be increased to limits not less than those set forth below with insurers and under forms of policies set forth below.

A. *Worker's compensation and employers liability insurance and such other insurance, including coverage under the Wisconsin Safe Place Statute as may be necessary to comply with present or future Wisconsin or federal insurance requirements of an employer*

B. *Commercial General Liability and Automobile Liability Insurance.* LMBH shall provide and maintain the following commercial general liability and automobile liability insurance:

1. *General Liability.* One Million and no/100 Dollars (\$1,000,000.00) per occurrence (\$2,000,000.00 general aggregate if applicable) for bodily injury, personal injury and property damage.
2. *Automobile Liability.* One Million and no/100 Dollars (\$1,000,000.00) per occurrence (\$2,000,000.00 general aggregate if applicable for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.
3. *Umbrella Liability.* Five Million and no/100 Dollars (\$5,000,000.00) following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverages. Coverage is to duplicate the requirements as set forth herein.

C. *Required Provisions.* The general liability, umbrella liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISP endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of LMBH; products and completed operations of LMBH; premises occupied or used by LMBH; and vehicles owned, leased, hired or borrowed by LMBH. The coverage shall contain no special limitations on the scope of protection afforded to the City, its elected and

appointed officials, officers, employees or authorized representatives or volunteers.

2. For any claims related to this Lease, LMBH's insurance shall be primary insurance as respects the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its elected and appointed officers, employees or authorized representatives or volunteers.
4. LMBH's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this Lease shall state, or be endorsed to the state, that coverage shall not be canceled by the insurance carrier or LMBH, except after thirty (30) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to the City.
6. Such liability insurance shall indemnify the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers against loss from liability imposed by law upon, or assumed under contract by, LMBH for damages on account of such bodily injury, (including death), property damage personal injury, completed operations, and products liability.
7. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations, liability explosion, collapse, underground excavation, and removal of lateral support and shall not contain an exclusion for what is commonly referred to by the insurers as the "XCU" hazards. The automobile liability policy shall cover all owned, non-owned, and hired vehicles.

8. All of the insurance shall be provided on policy forms and through companies which has a minimum AM Best's rating of A - VII.

D. *Evidences of Insurance.* Prior to execution of the Forbearance Agreement, LMBH shall file with the City a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement and the underlying Lease. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

E. *Subleases.* In the event that LMBH employs other lessees (sub-lessees) as part of its use under this Lease, it shall be LMBH's responsibility to require and confirm that each sub-lessee meets the minimum insurance requirements specified above.

F. LMBH shall, at its own cost and expense, during the Lease term carry insurance against fire, vandalism, malicious mischief and such other perils as are from time to time included in a standard extended coverage endorsement, insuring all trade fixtures, furnishings, equipment and all other items of LMBH's personal property located at the Premises.

19. *Abandonment/Salvage Items:* All items and materials which the City Inspection Department determines are not able to be used for their intended purpose and are identified by photo or identification number by the Inspection Department, no later than December 31, 2013. LMBH agrees to have these items removed from the leased premises on or before April 30,, 2014.

20. *Licensure:* All unlicensed personal property, which requires a license, shall have valid, current licenses on or before March 1, 2014 and must remain with current licenses while on the leased premises or in the harbor area.

21. *Overnight Stays:* No person or persons may reside overnight on any vessel not located in the water.

22. All other terms and conditions of the underlying Lease, except as amended by this Forbearance Agreement, remain the same.

23. *Laws and Regulations.* LMBH, at its own cost and expense, shall comply promptly with all laws, rules and orders of all federal, state and municipal governments or departments which may be applicable to the Premises, and shall likewise promptly comply with the requirements of the Board of Fire Underwriters concerning the Premises.

24. Execution of Agreement. LMBH shall sign, execute and deliver this Agreement to the City's attorney for this matter; Attorney Phillip James Addis, no later than 04:00 pm on December 16, 2013. LMBH's failure to sign, execute and cause this Agreement to be received by the City within said time period shall render the Agreement null and void.

25. Notices. All notices to be given to the City and LMBH shall be in writing, and either personally delivered or deposited in the United States mail, certified or registered, with postage prepaid, and addressed as follows:

City: City of La Crosse  
Attn: City Clerk  
400 La Crosse Street  
La Crosse, WI 54601

copy to: City of La Crosse  
Attn: City Attorney  
400 La Crosse Street  
La Crosse, WI 54601

and: City of La Crosse  
Attn: Director of Parks and Recreation  
400 La Crosse Street  
La Crosse, WI 54601

LMBH: La Crosse Municipal Harbor, Inc.  
P.O. Box 1042  
La Crosse, WI 54602-1042

copy to: Attorney Robert Smyth  
Johns, Flaherty & Collins, S.C.  
205 5<sup>th</sup> Avenue South, Suite 600  
La Crosse, WI 54601

Change of address by either party must be by notice given to the other in the same manner as above specified.

IN WITNESS WHEREOF, the parties to this Lease cause this instrument to be executed by their authorized representatives on the day and year first above written.

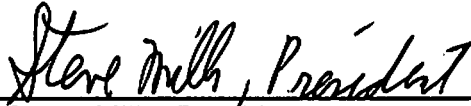
***Signatures on the following page are incorporated herein by this reference.***

CITY OF LA CROSSE

LA CROSSE MUNICIPAL HARBOR, INC.



\_\_\_\_\_  
Tim Kabat, Mayor



\_\_\_\_\_  
Steve Mills, President



\_\_\_\_\_  
Teri Lehrke, City Clerk

**ADDENDUM "A"**  
**ORIGINAL LEASE**

CITY OF LA CROSSE  
ISLE LA PLUME BOAT HARBOR LEASE

THIS LEASE made December 8, 1977, by and between the City of La Crosse, a municipal corporation, of La Crosse, Wisconsin, hereinafter "LESSOR" and La Crosse Municipal Boat Harbor, Inc., a Wisconsin corporation, hereinafter "LESSEE".

WHEREAS, the Lessor is the owner of certain real property located in the City of La Crosse, Wisconsin;

WHEREAS, the Lessor desires that said property be fully utilized for the purpose of providing to the residents of and visitors to the City of La Crosse harbor and marine facilities, and;

WHEREAS, the Lessor and Lessee desire a fair return on their investments in said property and any improvements provided there on by the Lessor and/or Lessee;

WHEREAS, the Lessee is in the business of providing harbor and marine sales and services, and;

WHEREAS, the Lessee desires to provide its services to the residents of and visitors to the City of La Crosse, and;

WHEREAS, the Lessor and Lessee recognize the need for additional facilities and improvements to the existing municipal boat harbor for the purpose of providing the best possible facilities and services, and;

WHEREAS, construction and maintenance of the facilities and improvements contemplated by the parties will require a substantial amount of capital investment by the Lessor and the Lessee;

IN CONSIDERATION of the terms and covenants contained herein, the Lessor and Lessee mutually agree as follows:

1. That the Lessor does hereby lease and demise to the Lessee, a certain parcel of real property located in the City of La Crosse, La Crosse County, State of Wisconsin, described as follows:

A portion of Government Fractional Lot five (5), Section six (6), Township fifteen (15) North, Range seven (7) West, described as follows:

Commencing at the Southeast corner of said Section six (6); thence West along the South line of said Fractional lot five (5) and said Section six (6), 1,655.5 feet to the point of beginning; thence North 218 feet; thence West and parallel to the South line of said Fraction Lot five (5), 921.52 feet to the East bank of the Mississippi River; thence South 7° 29' West, 219.88 feet to the South line of said Fractional Lot five (5); thence East along said South line 950.16 feet to the point of beginning.

A portion of Government Fractional Lot four (4), Section seven (7), Township fifteen (15) North, Range seven (7) West, described as follows:

Commencing at the Northeast corner of said Section seven (7); thence West along the North line of said Fractional Lot four (4) and Section seven (7), 1,655.5 feet to the point of beginning; thence South 474 feet; thence West and parallel to the North line of said Fractional Lot four (4), 1,012.4 feet to the east bank of the Mississippi River; thence North 7° 29' East, 478.07 feet to the North line of said Fractional Lot four (4); thence East, along said North line, 950.16 feet to the point of beginning.

Which area is approximately 15.36 acres in total, being comprised of approximately 9.26 acres of land and approximately 6.1 acres of water area, except for the following described areas: the public landing, boat loading and unloading ramp, the parking area lying east and south of said ramp, and appurtenant construction or facilities; and also excepting from such water area sufficient clear access to said landing facilities in complete accordance with the City of La Crosse's order and direction.

2. Unless sooner terminated in accordance with the provisions stated herein, the term of this Agreement shall be for a period of twenty-five (25) years from December 15, 1977, to December 14, 2002, at the yearly rental of Two Thousand Four Hundred and no/100ths Dollars (\$2,400.00), the first payment having been made at the signing of this Lease and each successive \$2,400.00 payment to be made at the anniversary date thereof at the office of the City Treasurer.

As additional rent, Lessee agrees that the rental payment provided above shall be adjusted each five (5) years of the term of this Lease



in the month of December and any renewal or extension thereof, in proportion that the Consumer Price Index for Urban Wage Earners and Clerical Workers United States City Average had increased over and above the Consumer Price Index for all items in September of 1976. For example, the Consumer Price Index (1976=100) United States City Average for all items for September, 1976, was 172.6. If the same index in September of 1981 is 224.38, the rental payments for the second five (5) years of this Lease shall be increased 30% from \$2,400.00 to \$3,120.00 annually.

3. The Lessee shall operate the above-described premises as a public boat harbor during the term of this Agreement in accordance with the terms and covenants herein stated and in compliance with the regulations established by the Wisconsin Department of Natural Resources.

4. Lessee may use the premises for the operation of a marina business which shall include, but is not limited to, the construction and/or operation/leasing of boat slips and docks, sale of marina products, equipment, boats, sale of fuel and lubricants, haul out facilities, storage dry dock area, boat rental service, and operation of a restaurant, and/or lounge engaged in the sale of food and beverage for consumption on or off premises and such other uses as are related to the operation of a marine/restaurant facility, provided Lessee complies with applicable City Ordinances and secures any and all licenses and permits required for said activities. No claim for damages, loss of business revenues may be asserted by Lessee against Lessor arising out of the operation of the Lessor's waste water treatment plant.

Plans and specifications for buildings on the leased premises exceeding \$5,000.00 in projected cost shall be submitted to the Board of Public Works for review.

5. Lessee shall provide and maintain dockage facilities and such walkways or stairways reasonable necessary for access thereto, in good and safe condition.

6. Lessee shall carry comprehensive public liability insurance naming the Lessee and Lessor as insured. Said public liability insurance shall provide coverage in an amount not less than \$100,000.00 for property damage, \$100,000.00 for bodily injury to each person, and \$300,000.00 for bodily injuries for each occurrence. Lessee shall furnish to Lessor a copy of said liability insurance coverage or a certificate of insurance therefor.

7. Lessee shall be permitted to install and maintain a boat service dock along the north end of the harbor entrance; however, the south bank shall be kept free of all dockage for a distance of 300 feet east of the east bank of the Mississippi at normal elevation. Dockage facilities for transient boats and large craft may be constructed on the west bank of the service area on the east bank of the Mississippi River within the limits of the above-described property, and provided that such construction lies within the approved shoreline control limits as established by the City of La Crosse and/or controlled by the Corps of Engineers. Any required State or Federal permit for such facilities shall be the responsibility of the Lessee.

8. Lessee shall provide suitable harbor identification signs readable from the center of the main channel of the Mississippi River and such harbor identification signs shall contain the following information:

LA CROSSE MUNICIPAL BOAT HARBOR.

In addition, Lessee shall post speed limit signs applicable to the operation of boat within the harbor and the harbor entrance which speed limits shall be restricted to "idle speed" at the harbor entrance and within the harbor.

9. Lessee shall not provide boat slip facilities within the harbor for boats which exceed 60 feet in overall length without approval of Lessor's Board of Public Works.

10. Lessee is authorized to provide storage and docking space for transient boats to dock at or within the harbor on a temporary basis.

11. Lessee shall be responsible for repair and maintenance of the harbor bank and of the leased premises.

12. Lessee shall be permitted to construct and maintain a "boat-lift station" of sufficient size and specifications to accommodate pleasure craft. Lessee shall be responsible for securing all necessary licenses and permits for construction thereof.

13. Lessee shall have the right to do whatever other acts are necessary or desirable to make said leased premises a suitable and desirable site for a boat harbor or marina.

In no event will the rate charged for all dockage facilities in existence as of the date of the execution of this Lease be increased or raised. The Lessee is authorized to increase the rate charged for any new slips constructed after the date of the signing of this Lease.

14. Lessor shall be responsible for the 6" water main within the existing roadway at the north boundary of the harbor area. Lessee shall be responsible for water service extensions beyond that point to the harbor service areas, provided Lessee complies with Water Department regulations.

15. Lessor shall provide for the extension of the City Sanitary Sewer System to the existing harbor building at the expense of the Lessor within 90 days after Lessee notifies Lessor that it has entered into a construction contract for a new building on the leased premises, provided, however, that Lessee has notified the Lessor of its construction plans prior to the completion of the City's budget for sewer extensions for the year during which the sewer extensions are necessary.

16. Lessor shall provide rip-rap materials suitable for harbor bank protection as may become available.

17. Lessor shall provide and maintain blacktop surfacing and gravel shoulders of Isle La Plume Street #5 from Niedbalske Bridge west to Joseph Houska Drive; and it shall provide and maintain a gravel parking area

from the municipal service road west to the east bank of the harbor including the area south of Isle La Plume Street #5 to the public boat ramp. The Lessor shall provide for the construction and maintenance of a gravel road and parking area parallel to the harbor's south bank and west from the municipal service road to a point 300 feet from the east bank of the Mississippi River. It is understood and agreed that Lessee is granted exclusive winter boat storage rights for the leased premises.

18. Lessor shall be entitled to construct a public boat loading and unloading ramp in such area as is excepted from this Agreement as stated in Paragraph 1 hereof and Lessor shall be responsible for maintaining parking areas and access roadways on or adjacent to said area. Lessor shall be entitled to post signs for parking in said area and said area shall be open to public use subject to regulations promulgated therefor by the Lessor or any other public entity. Lessor, at its discretion, may provide and maintain suitable lighting to the public boat launching ramp and the public roadway.

19. Lessor shall be responsible for rodent and rat control including proper baiting.

20. Lessee shall provide to the Lessor a boat slip without charge for docking and storage of a police patrol boat.

21. Lessee shall provide sanitary restrooms in compliance with Board of Health regulations and shall also provide lifesaving and safety devices on the service dock.

22. Lessee herein shall have no right of assignment of this Lease except by the written consent of the Lessor, which shall not be unreasonably withheld, stating to the exact extent to which the said Lessee may assign any right, title, or interest in and to the rights procured by this Lease; and Lessor may impose any additional terms, conditions, or additional considerations as a condition upon granting such consent. If the Lessee is a corporation, an assignment should be deemed to include any change in beneficial ownership of

the stock of such corporation, the result of which is that 50% or more, of the voting control thereof, passes into the hands of persons (individuals or otherwise) other than persons owning stock with voting rights at the inception of the term of this Lease, whether such change is the result of one or more transactions.

23. Notwithstanding any other provisions of this Lease, Lessor authorizes and empowers to the Lessee to sublet, enter contract or concession agreements for portions of the premises herein leased to boat owners and others for the purpose of harboring boats of all types, maintaining a place of business for sale of boats, accessories, gasoline, fuel, repair or service, restaurant or lounge and any other lawful purpose in connection with the operations of a boat harbor or marina.

In no event will the Lessee assign, sublet or enter into contracts for concession agreement of any type for any portions of the premises herein leased without prior notification to the Board of Public Works and without first obtaining the written approval of the La Crosse Common Council.

Any such assignment subletting or entering into contracts for concession agreements of any type for any portions of the premises herein leased shall also be subject to negotiation for additional compensation to the City.

24. In the event Lessee fails to pay any rent at such time as it becomes due or fails to perform the covenants contained herein, the Lessor shall have the right of re-entry to the above-described property and shall be entitled to cancel and terminate this Agreement and to be indemnified by the Lessee or its sureties for any loss or damages incurred by virtue of the Lessee's failure to perform the terms and conditions of this Agreement or by reason of any loss or damages incurred by the Lessor by reason of its cancellation of this Agreement because of the Lessee's failure to perform the terms and conditions hereof. In the event of cancellation or termination of this Agreement or at the end of the term hereof, the Lessee shall be entitled to remove from the above-described property any and all property or improvements thereto which removal shall be accomplished without damage to the leased premises within ninety (90) days from the date of said termination, cancellation

or end of the term of this Agreement, whichever may occur first. In the event the Lessee does not remove his property from the premises he should be deemed to have abandoned such property at the end of said 90-day period and the City shall take title thereto and dispose of same in any manner it deems appropriate.

25. Unless sooner terminated or cancelled in accordance with the provisions stated herein, this Agreement may be renewed by the Lessee upon providing notice to Lessor six (6) months before the expiration of this Lease, for an additional twenty-five (25) years upon the same conditions and covenants as provided for herein or mutually agreeable to Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate original counterparts, this \_\_\_\_ day of December, 1977, at La Crosse, Wisconsin.

IN THE PRESENCE OF:

CITY OF LA CROSSE, Lessor

Cynthia J. Stewart By: Patrick Zielke  
Patrick Zielke, Mayor  
Colleen M. Clark By: Aubrey Kroner  
Aubrey Kroner, City Clerk

IN THE PRESENCE OF:

LA CROSSE MUNICIPAL BOAT HARBOR, INC.  
Lessee

Carolyn M. Rosenthal By: Judd Mills  
Judd Mills, President  
Cynthia S. Curstall By: Steve Mills  
Steve Mills, Secretary

**ADDENDUM "B"**

**SUBLEASE**

## SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease") made in the City of La Crosse, State of Wisconsin, effective the 22 day of September, 2005, between La Crosse Municipal Harbor, Inc. d/b/a La Crosse Municipal Boat Harbor, Inc. and La Crosse Harbor, Inc. ("Sublessor") and La Crosse Harbor Services, Inc. ("Sublessee");

### WITNESSETH:

Sublessor hereby agrees to lease to Sublessee and Sublessee agrees to lease from Sublessor the harbor service business building and adjacent parking/storage area at Isle La Plume in the City of La Crosse, Wisconsin (hereinafter referred to as "Subleased Premises").

1. **Term.** The Sublease term is to begin as of the date hereof and to end three (3) years hereafter, unless sooner terminated or extended as hereinafter provided. This Sublease shall be renewed for additional one-year terms under the same terms herein, unless either party terminates the Sublease upon at least a 90-day written notice to the other party prior to the expiration date of any renewal term.

### AGREEMENTS OF SUBLESSEE

Sublessee, in consideration of said subleasing, agrees as follows:

2. **Rent.** To pay as rent for the Subleased Premises rental installments of \$10.00 for each year of the Sublease. All rental shall be paid in advance, the first payment having been made and acknowledged at the signing hereof.

3. **Utilities.** Sublessee shall pay when due all charges for electricity and telephone services supplied to the Subleased Premises. Sublessor shall pay for all other utilities or services supplied to the Subleased Premises.



4. Personal Property Taxes. To pay all personal property taxes levied on the Sublessee's fixtures and equipment which are on the Subleased Premises.
5. Attorney's Fees. To pay all reasonable costs, attorney's fees and expenses that shall be made and incurred by Sublessor in enforcing the provisions of this Sublease.
6. Sublessor's Right of Entry. To permit Lessor and Sublessor and their agents to enter on the Subleased Premises or any part thereof at all reasonable hours, for the purpose of examining or exhibiting the same.
7. Use. To use and occupy the Subleased Premises as a harbor sales and service business, including lawnmower and small engine repair, and for no other purposes without the express written consent of the Sublessor. Sublessor shall have the right to store boats, watercraft and related equipment on the Subleased Premises at such times and in such locations as the parties may mutually agree.
8. Repairs. To maintain and keep the Subleased Premises in as good repair as the same shall be at the commencement at the term of this Sublease, wear and tear arising from the reasonable use of same excepted.
9. Assignments and Subleases. Not to assign or lease or sublease the Subleased Premises or any portion thereof without written consent of Lessor and Sublessor, which consent will not be unreasonably withheld. Any such assignment or subletting shall not relieve Sublessee of its obligations hereunder unless otherwise agreed upon in writing.
10. Alterations and Improvements. Not to make any contract for construction, repair or improvement on, or to the Subleased Premises or any part thereof, or for any work to be done or materials to be furnished on or to the Subleased Premises, or any part thereof, without the consent of Sublessor, which consent shall not be unreasonably withheld, and without

providing in such contract or agreement that no lien of mechanic or materialmen shall be created or shall arise. Any addition to or alteration of the Subleased Premises shall be deemed a part of the Subleased Premises and belong to the Sublessor at the expiration of the term hereof.

11. Condition of Subleased Premises. Sublessee has examined and knows the condition of Subleased Premises and has received the same "AS IS", and no representations as to the condition or repair thereof have been made by Sublessor or its agent prior to or at the execution of this Sublease.

12. Sale of Subleased Premises. Upon the sale or other transfer of Lessor's interest in the Subleased Premises, Sublessee agrees to recognize and attorn to such transferee, as Lessor.

13. Abandonment by Sublessee. If Sublessee shall abandon or vacate the Subleased Premises, they may be relet by the Sublessor for such rent and on such terms as Sublessor may see fit; and, if a sufficient sum shall not be thus realized, after paying all expenses of all such reletting and collecting to satisfy the rent hereby reserved, Sublessee agrees to satisfy and pay all deficiency.

14. Condition of Subleased Premises Upon Expiration. At the expiration of this Sublease, to give peaceable possession of the Subleased Premises to Sublessor, in as good condition as they are now, the usual wear and tear and loss insured against excepted.

15. Sublessee Bankruptcy. This Sublease, at the option of the Sublessor, shall terminate in case Sublessee shall by any court be adjudged bankrupt or insolvent, or in the case Sublessee shall make an assignment for the benefit of creditors.

16. Compliance with Laws. To observe and comply with all rules, regulations and laws now in effect or which may be enacted during the continuance of this Sublease by any

municipal, county, state or federal authorities having jurisdiction over the Subleased Premises, and to indemnify the Sublessor for any damage caused by violations thereof.

17. **Damages and Remedies.** In case Sublessor, by reason of the failure of the Sublessee to perform any of the agreements or conditions herein contained, shall be compelled to pay or shall pay any sum of money, the sum or sums so paid or required to be paid, together with all interest, costs and damages, shall be added to the installment of rent next becoming due, or to any subsequent installments of rent, and shall be collectable as additional rent in the same manner and with the same remedies as if it had been originally reserved. On failure of Sublessee to make repairs, as provided herein, Sublessor may make the necessary repairs, and add the amount of costs of such repairs to the rent due hereunder on the first of the month following the date of repairs, and such cost of repairs shall be and constitute such rent together with the rent above provided.

18. **Liability Insurance.** Sublessee shall furnish and maintain at its expense the following types and amounts of insurance:

A. Comprehensive public liability and property damage insurance covering Lessor, Sublessor and Sublessee against bodily injury liability and property damage liability including any liability arising out of the ownership, maintenance, repair, condition or operation of the Subleased Premises. Such liability insurance policy or policies shall be in amounts of not less than One Million Dollars (\$1,000,000) per injury and occurrence with respect to any insured liability, whether for personal injury or property damage.

B. Workman's compensation, employer's liability and such other insurance, including coverage under Wisconsin Safe Place Statute, as may be necessary to comply with present or future Wisconsin or federal insurance requirements of an employer.

C. All insurance policies required hereunder or otherwise maintained by Sublessee shall provide that the policy of insurance shall not be terminated, cancelled or substantially modified without at least thirty (30) days' prior written notice to Lessor and Sublessor and to any lender covered by any standard mortgage clause endorsements;

D. Sublessee shall immediately provide to Lessor and Sublessor certificates of insurance or copies of insurance policies evidencing insurance satisfying the requirements of this Sublease, including subsequent renewals of any such coverage.

19. Non-Waiver. Failure of Sublessor to insist on the strict performance of the terms, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of Sublessor's right thereafter to enforce any such term, agreement or condition, but the same shall be in full force and effect.

#### **B. AGREEMENTS OF SUBLESSOR**

Sublessor, in consideration of the agreements of Sublessee as set forth above, agrees as follows:

20. Prime Lease. To abide by the terms of its original lease with the City of La Crosse (the "Lessor") dated December 15, 1977, and to enforce the provisions thereof if violated to the detriment of Sublessee. If there are any conflict of the terms and conditions of this Sublease and terms and conditions of the prime lease, the terms and conditions of the prime lease shall prevail.

21. Real Estate Taxes. Sublessor shall pay all real estate taxes, including water, sewer or street assessments, upon the Subleased Premises, and any improvements now or subsequently located thereon, whether belonging to Lessor, Sublessor or Sublessee.

22. Liability Insurance. Sublessor shall furnish and maintain at its expense the following types and amounts of insurance:

A. Casualty Insurance. Pay all fire and extended insurance coverage on the Subleased Premises and the improvements thereon, including vandalism and malicious mischief and all matters covered by a standard extended coverage endorsement, covering the full replacement costs of the Subleased Premises. All such policies will designate the Lessor, Sublessor and Sublessee as a named insured as their interests may appear.

B. Liability Insurance. Comprehensive public liability and property damage insurance covering Lessor, Sublessor and Sublessee against bodily injury liability and property damage liability including any liability arising out of the ownership, maintenance, repair, condition or operation of the Subleased Premises. Such liability insurance policy or policies shall be in amounts of not less than One Million Dollars (\$1,000,000.00) per injury and occurrence with respect to any insured liability, whether for personal injury or property damage.

C. Workman's Compensation Insurance. Workman's compensation, employer's liability and such other insurance, including coverage under Wisconsin Safe Place Statute, as may be necessary to comply with present or future Wisconsin or federal insurance requirements of an employer.

D. All insurance policies required hereunder or otherwise maintained by Sublessor shall provide that the policy of insurance shall not be terminated, cancelled or substantially modified without at least thirty (30) days' prior written notice to Lessor and Sublessee and to any lender covered by any standard mortgage clause endorsements.

E. Sublessor shall immediately provide to Lessor and Sublessee certificates of

insurance or copies of insurance policies evidencing insurance satisfying the requirements of this Sublease, including subsequent renewals of any such coverage.

23. **Removal of Fixtures.** All trade fixtures erected in or attached to the Subleased Premises by Sublessee may be removed by Sublessee at the termination of this Sublease, provided:

A. That Sublessee shall not then be in default in the performance of any of its agreements hereunder.

B. That such removal shall not permanently injure the building.

C. That removal shall be made before the expiration of this Sublease, and the Subleased Premises restored to the original condition before the removal of said fixtures.

24. **Signs.** To allow Sublessee to erect and maintain the necessary signs on the building, including signs attached to the building and signs on separate poles if desired by Sublessee and approved by Sublessor. Any such signs erected will be in compliance with the applicable building codes and be of such size and character as to not permanently damage the structure.

25. **Parking.** Sublessee's customers and employees shall have the non-exclusive right in common with Lessor, Sublessor and others to whom Lessor has granted or may hereafter grant rights to use the parking area adjacent to the Subleased Premises subject to such regulations as Lessor and Sublessor may from time to time impose and subject to the rights of Lessor and Sublessor.

### **C. MUTUAL AGREEMENTS OF SUBLESSOR AND SUBLESSEE**

26. **Relationship of Parties.** Sublessor shall not be in any sense a partner of Sublessee in the conduct of Sublessee's business. Sublessee shall not be in any sense a partner

of Sublessor in the conduct of Sublessor's business, and the relationship between the parties hereto shall be strictly and solely that of Sublessor and Sublessee.

27. **Relationship of Prime Lease.** It is further agreed and understood by and between the parties hereto that the existence of this Sublease is dependent and conditioned upon the existence of the prime lease, and in the event of the cancellation or termination of said prime lease, this Sublease shall automatically be terminated.

28. **Destruction to Subleased Premises.** In the event that 25% or more of the Subleased Premises are destroyed by fire or other casualty, or in the event the Subleased Premises are so damaged or destroyed to an extent as to render the Subleased Premises untenable for the Sublessee business purposes and to an extent not reasonably repairable within six (6) months from the date of such damage, then, at the option of either party hereto, this Sublease may be terminated and any prepaid rental shall be proportionately refunded. Exercise of the termination option by either party shall be by written notice to the other within thirty (30) days following such occurrence. During the period of any such repair there shall be a proportionate abatement of rental, unless such damage resulted from the negligence or other wrongful act of Sublessee, its agents or employees, in which event there shall be no abatement of rental.

29. **Sublessee's Default and Remedies.** Each of the following shall be deemed a breach of this Sublease and a default by Sublessee:

A. If any rent or other monetary sums due are not paid within ten (10) days of the time due.

B. If Sublessee fails to perform any of the covenants, conditions or obligations of this Sublease.

If any such breach or default does not involve the payment of any rental or other monetary sum or does not place any rights or property of Lessor or Sublessor in immediate jeopardy, Sublessor shall give Sublessee thirty (30) days' written notice of such breach or default, during which period Sublessee may cure such breach or default, and in the event Sublessee fails to cure the same, default shall be deemed to have occurred hereunder without further notice or demand of any kind. If such breach or default cannot reasonably be cured within the thirty (30) day period and Sublessee has continuously and diligently pursued a cure of such breach or default, then Sublessee shall, after receiving the notice specified herein, have a reasonable period to cure such breach or default.

In the event of any breach or default and without any notice, except if applicable, the notice prior to default required under certain circumstances as set forth above, or such other notice as may be required by law and cannot be waived by Sublessee (all other notices being hereby waived), Sublessor shall be entitled to exercise, at its option, concurrently, successively or in any combination, all remedies available at law or in equity, including without limitation, any one or more of the following:

- A. To terminate this Sublease;
- B. To relet the Subleased Premises or any part thereof for such term or terms (including a term which extends beyond the original term of this Sublease), at such rentals and upon such other terms as Sublessor, in its sole discretion, may determine, with all proceeds received from such reletting being applied to the rentals and other sums due from Sublessee in such order as Sublessor may, in its sole discretion, determine, with Sublessee remaining liable for any deficiency;



C. To recover from Sublessee an amount equal to the difference between the rentals and such other sums (including all sums required to be paid by Sublessee) to be received from the date of such breach to the expiration of the original term hereof;

D. To recover from Sublessee all expenses, including attorney's fees, reasonably paid or incurred by Sublessor as a result of such breach.

In addition, in the event of any breach or default by Sublessee, Sublessor may, but shall not be obligated to, and without notice, correct such breach or default. Any sum or sums so paid by Sublessor, together with interest at the then existing maximum legal rate, and all costs and damages, shall be deemed additional rent hereunder and shall be immediately due from Sublessee to Sublessor.

30. **Condemnation.** If more than 25% of the Subleased Premises is taken by eminent domain or condemnation proceedings, or Sublessee's access to the Subleased Premises is materially restricted by such action or proceedings, this Sublease shall automatically terminate as of the date of such taking. If any such taking involves less than the proportion stated, the Sublease shall not be terminated, and rent shall abate proportionately. All proceeds from any taking or condemnation of any part of the Subleased Premises shall belong to and be paid to Lessor, provided, that if the Sublease is terminated, Sublessee shall be entitled to any separate award to Sublessee for loss of leasehold, including its relocation costs, upon condition that no such award to Sublessee shall diminish the damages awarded to Lessor for the taking of its estate.

31. **Indemnification.** Except for the negligence or willful misconduct of the indemnified party and except for the indemnified party's breach of its duties and obligations pursuant to this Sublease, each party shall indemnify and hold harmless the other from and

against any and all claims, demands, causes of action, suits, proceedings, liabilities, damages, losses, costs and expenses, including attorneys' fees, caused by or arising from any negligent act or other wrongful act or omission of the indemnifying party, its employees, agents or invitees in or on the Subleased Premises, including all claims of third parties, or for any breach of, default under or failure to perform any term or provision of this Sublease by the indemnifying party, its officers, employees or agents.

32. **Holding Over.** Sublessee agrees to surrender the Subleased Premises to Sublessor after the expiration of the original term hereof, and if Sublessee remains in possession after such expiration, Sublessee shall be deemed a tenant on a year-to-year basis until termination of such tenancy.

33. **Amendment.** No provision of this Sublease shall be deemed waived, altered, modified or amended except by a written instrument unambiguously setting forth the manner waived or amended and signed by the party against which enforcement of such waiver or amendment is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion, and the consent or approval by Sublessor to or any act by Sublessee requiring Sublessor's consent or approval shall not be deemed to render unnecessary Sublessor's consent or approval to or for any subsequent similar act by Sublessee.

34. **Notices.** Notices and demands by either Sublessor or Sublessee may be given in person or by certified or registered mail with prepaid postage addressed to Sublessor at Isle La Plume, La Crosse, Wisconsin 54601, or to Sublessee at W630 Cherry Street, Stoddard, WI 54658, subject to the right of either the Sublessor or Sublessee to designate by notice in writing a new address to which said notices or demands must be sent. All notices shall be deemed received when delivered.

35. Memorandum of Sublease. Sublessor and Sublessee shall, upon the request of either, execute a Memorandum of Sublease evidencing this Sublease.

36. Entire Agreement. This Sublease constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations, warranties or agreements except as herein provided.

37. Counterparts. This Sublease may be executed in one or more counterparts, each of which shall be deemed an original.

38. Binding Effect. This Sublease shall be deemed binding upon the parties hereto, their successors and assigns.

39. Applicable Law. This Sublease shall be construed under the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Sublease Agreement on the date first above written.

**\*SUBLESSOR\***

LA CROSSE MUNICIPAL HARBOR, INC. D/B/A LA  
CROSSE MUNICIPAL BOAT HARBOR, INC. AND  
LA CROSSE HARBOR, INC.

BY: Steven E. Mills  
Steven E. Mills, President

**\*SUBLESSEE\***

LA CROSSE HARBOR SERVICES, INC.

BY: Rick A. Clemment  
Rick A. Clemment, President





# CERTIFICATE OF LIABILITY INSURANCE

LACRHA2 OP ID: EF

DATE (MM/DD/YYYY)  
10/16/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Carrier Insurance Agency 1228 Caledonia St. La Crosse, WI 54603 Randy Eddy Jr.		Phone: 608-784-6879 Fax: 608-784-5500	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
<b>INSURED</b> La Crosse Harbor Services & CSS Engine Center P O Box 182 La Crosse, WI 54602-0182		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> West Bend Mutual Ins.	<b>NAIC #</b> 001530
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		CPT072841508	09/16/2013	09/16/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CPT072841508	09/16/2013	09/16/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Certificate holder is added as an additional insured for Commercial General Liability.

**CERTIFICATE HOLDER**

La Crosse Municipal Harbor Inc  
 P O Box 1051  
 La Crosse, WI 54602-1051

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
 Randy Eddy Jr.

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**EXHIBIT "C"**

**SHAREHOLDERS AND DIRECTORS**

**Steve Mills – sole director, sole shareholder**

**Steve Mills: President, Secretary and Treasurer**

**Vice – president position is vacant at this time**

**ADDENDUM "D"**  
**2014 DOCKING AGREEMENT**

LA CROSSE MUNICIPAL BOAT HARBOR  
P.O. BOX 1051  
LA CROSSE, WI 54602-1051  
(608) 782-7077

2014 SUMMER SEASON

DATE: \_\_\_\_\_ SLIP: \_\_\_\_\_  
OWNER: \_\_\_\_\_ INSURED BY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ BOAT MAKE: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_ LENGTH: \_\_\_\_\_  
TELEPHONE: 1<sup>ST</sup> CHOICE: \_\_\_\_\_ 2<sup>ND</sup>: \_\_\_\_\_ 3<sup>RD</sup>: \_\_\_\_\_  
BOAT NAME: \_\_\_\_\_ REGISTRATION# \_\_\_\_\_

THE FOLLOWING MARINA SERVICES AND FACILITIES WILL BE AVAILABLE:

1. SHOWER, RESTROOM, WATER AND ELECTRICAL FACILITIES.
2. PARKING AREA AND REFUSE PICKUP FROM DESIGNATED AREAS.
3. LIGHTING AT DOCKS AND PARKING AREA.
4. FUEL SERVICE DOCK, SEASONALLY ADJUSTED HOURS POSTED AT DOCK.
5. PUMPOUT STATION AT DOCK FOR HOLDING TANKS.

IN CONSIDERATION OF THE ABOVE, LESSEE AGREES TO LEASE SLIP ASSIGNED FOR THE SUMMER SEASON FROM MAY 1 TO OCTOBER 15 ACCORDING TO THE FOLLOWING TERMS, CONDITIONS AND RULES.

1. LEASE DOCK FOR HIS/HER OWN PERSONAL AND FAMILY USE ONLY. DOCK ASSIGNED IS FOR LESSEE'S EXCLUSIVE USE, HOWEVER, THE LESSOR RESERVES THE RIGHT TO ASSIGN THE SPACE TO VISTING BOATERS IN THE ABSENCE OF THE LESSEES BOAT AND RETAIN ALL FEES. BOATS LEAVING THE MARINA FOR EXTENDED PERIOD WILL SO NOTIFY THE MANAGERS OFFICE. THIS LEASE IS NON-TRANSFERABLE OR ASSIGNABLE. IN EVENT THE CRAFT, AS LISTED ABOVE, IS SOLD OR REMOVED FROM THE PREMISES, REFUND FOR RENTAL FEE WILL NOT BE ALLOWED. ONLY ONE BOAT MAY BE STORED IN EACH SLIP. BOAT MUST BE MOORED IN THE SLIP ASSIGNED TO IT. THE BOAT OWNER IS LIABLE FOR ANY CHARGE INCURRED FOR HAVING TO MOVE A BOAT TO ITS PROPER SLIP. DINGHIES OR TENDERS MUST BE RAISED ON DAVITS.

2. THIS AGREEMENT IS FOR THE USE OF DOCK SPACE ONLY AND SUCH SPACE IS TO BE USED AT THE SOLE RISK OF OWNER. THE COMPANY SHALL NOT BE LIABLE FOR THE CARE OR PROTECTION OF THE BOAT (INCLUDING THE GEAR, EQUIPMENT AND CONTENTS) OR FOR ANY LOSS OR DAMAGE OF WHATEVER KIND OR NATURE TO THE BOAT, THE CONTENTS, GEAR OR EQUIPMENT WHETHER DUE TO NEGLIGENCE OF COMPANY OR OTHERWISE. IT BEING A SPECIFIC CONSIDERATION AND CONDITION OF THE TERMS AND RATES OF THE AGREEMENT THAT OWNER INDEMNIFIES AND HOLDS COMPANY HARMLESS AGAINST ANY LOSS, COST, SUIT OR CLAIM ARISING OUT OF USE OF DOCK SPACE OR ANY HANDLING OF THE BOAT IN CONNECTION THEREWITH WHETHER OR NOT SUCH LOSS, COST, SUIT OR CLAIM IS BASED UPON NEGLIGENCE OF THE COMPANY OR OTHERWISE.

3. INSURANCE REQUIREMENTS: LESSEE MUST INSURE HIS PROPERTY AT ALL TIMES IN A SUITABLE AMOUNT AND AGAINST ALL HAZARDS AND CASUALTIES AND MAKE HIS INSURANCE COMPANY AWARE OF THE TERMS AND CONDITIONS OF THIS LEASE. THE INSURANCE COMPANY SHOULD BE REQUESTED TO ENDORSE YOUR POLICY COVERING BOAT, MOTOR AND EQUIPMENT AS FOLLOWS: "IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS INSURANCE POLICY SHALL NOT BE INVALIDATED SHOULD THE INSURED WAIVE IN WRITING, PRIOR TO A LOSS, ANY OR ALL RIGHT TO RECOVERY AGAINST LA CROSSE MUNICIPAL BOAT HARBOR, (MARINA) FOR LOSS OCCURRING TO PROPERTY DESCRIBED HEREIN OR DESCRIBED THEREBY." LESSEE MUST HAVE LIABILITY COVERAGE FOR A MINIMUM AMOUNT OF \$100,000.

4. COMPANY SHALL HAVE A LIEN AGAINST THE ABOVE DESCRIBED BOAT, THE APPURTENANCES AND CONTENT FOR UNPAID SUMS DUE FOR THE USE OF DOCK FACILITIES OR OTHER SERVICES, OR FOR DAMAGE CAUSED OR CONTRIBUTED TO BY ABOVE DESCRIBED BOAT OR BOAT OWNER TO ANY DOCKS OR PROPERTY OF COMPANY OR ANY OTHER PERSON. COMPANY RESERVES THE RIGHT TO SECURE BOAT FOR ANY UNPAID SUMS DUE. LESSEE AGREES THAT NO BOAT SHALL BE REMOVED FROM MARINA PREMISES UNTIL ALL CHARGES ARE FULLY PAID. THE BOAT OWNER AND THE VESSEL SHALL HAVE AN ADDITIONAL LIABILITY FOR ALL COSTS AND EXPENSES INCURRED IN THE ENFORCEMENT OF ANY PROVISIONS OF THIS AGREEMENT INCLUDING COLLECTION OF UNPAID SUMS, GIVING COMPANY THE RIGHT TO COLLECT ATTORNEYS FEES.

5. A TENANT MAY WORK ON HIS OWN BOAT IF SUCH WORK DOES NOT INTERFERE WITH THE RIGHTS AND PRIVILEGES OF OTHER PERSONS, BUT A TENANT MAY NOT USE THE SERVICES OF ANY OTHER DEALER, MECHANIC, CRAFTSMAN OR OTHER PERSON ON THE PREMISES OF MARINA WITHOUT FIRST SECURING PRIOR APPROVAL OF THE MARINA. SUCH APPROVAL MAY NOT BE MADE UNLESS THE SERVICE DIVISION OF MARINA CANNOT PROPERLY COMPLETE THE WORK THEMSELVES, OR IF OUTSIDE MECHANIC OR SERVICE MAN CANNOT PROVIDE THE MARINA WITH A STANDARD CERTIFICATE OF WORKMANS COMPENSATION AND LIABILITY INSURANCE COVERAGE.

6. DOCK ATTENDANTS ARE EMPLOYED AND PAID BY THE MARINA. ANY SERVICE PERFORMED WILL BE INVOICED AS LESSEE IS REQUESTED TO SECURE RECEIPTS FOR ANY SERVICE RENDERED.

7. MANAGEMENT RESERVES THE RIGHT TO LIMIT AND GOVERN PARKING SPACE IN MARINA PARKING LOT.

8. WHEN A BOAT ENTERS THE MARINA, THE BOAT, CREW AND GUESTS MUST COMPLY WITH ALL RULES SET OUT HEREIN.

9. NOISE SHALL BE KEPT TO A MINIMUM AT ALL TIMES. PATRONS SHALL USE DISCRETION IN OPERATING ENGINES, GENERATORS, RADIOS AND TELEVISIONS SETS, EQUIPMENT AND TOOLS, SO AS NOT TO CREATE A NUISANCE OR DISTURBANCE.



10. PETS SHALL BE LEASHED WITHIN THE CONFINES OF THE MARINA AND TOILETED IN DESIGNATED AREAS. PET OWNER IS RESPONSIBLE FOR IMMEDIATE CLEANING OF DOCK, ETC. IN THE EVENT OF ACCIDENT OWNER WILL BE BILLED WHEN CLEANED BY DOCK ATTENDANT. PETS PERMITTED ONLY IF THEY DO NOT DISTURB OTHER GUESTS.
  11. NO CARRYING OF GASOLINE ONTO DOCKS UNLESS IN AN APPROVED MARINE CONTAINER. ABSOLUTELY NO POURING OF GAS FROM ONE CONTAINER TO ANOTHER OR INTO PERMANENTLY INSTALLED FUEL TANKS.
  12. AIR CONDITIONERS SHALL NOT BE PERMITTED TO OPERATE UNATTENDED BECAUSE OF OBVIOUS FIRE HAZARDS. AIR CONDITIONERS FOUND OPERATING UNATTENDED WILL BE DISCONNECTED FROM THE POWER SOURCE. AIR CONDITIONED BOATS AND LIVE INS ARE SUBJECT TO ADDITIONAL ELECTRIC CHARGE.
  13. ALL NON-MARINA BOATERS MUST REGISTER AT THE GAS DOCK BEFORE ENTERING THE MARINA.
  14. NO SWIMMING SHALL BE PERMITTED IN THE MARINA.
  15. NO FIREARMS OR FIREWORKS SHALL BE DISPLAYED OR DISCHARGED IN THE HARBOR.
  16. ALL SMOKING IS ABSOLUTELY PROHIBITED AT OR NEAR THE FUEL DOCKS! BOATER VIOLATING THIS RULE WILL BE REFUSED SERVICE AND ORDERED TO LEAVE THE FUEL DOCK.
  17. ALL TRASH WILL BE KEPT IN CONTAINERS AND PLACED BY THE BOATER IN THE TRASH CONTAINERS PROVIDED AT THE DOCK APPROACH. TRASH CONTAINERS ARE FOR GENERAL GARBAGE AND TRASH ONLY. NO DISCARDED OILS, TIRES, CONSTRUCTION OR REMODELING DEBRIS IS TO BE PLACED IN TRASH CONTAINERS.
  18. NO SAND BLASTING IS PERMITTED UNLESS IN AN APPROVED AREA AND BY APPROVED PERSON OR COMPANY.
  19. APPROACHING AND DEPARTING THE MARINA WILL BE AT SLOW SPEED TO AVOID DAMAGE TO PROPERTY AND LIVES FROM YOUR WAKE. AUTOMOBILES WILL BE OPERATED SLOWLY AND WITH CARE ON MARINA PROPERTY.
  20. BOATER MUST USE ADEQUATE MOORING LINES AND ELECTRICAL CORDS AS DEEMED ACCEPTABLE TO COMPANY. BOATS MUST BE SECURELY TIED FOR THE PROTECTION OF OTHER BOATS AND DOCKS.
  21. ALL DOCK BOXES, CORNER WHEELS AND OTHER ADDITIONS, AND/OR MODIFICATIONS MUST BE PROVIDED AND INSTALLED BY MARINA AND BECOME AN INTEGRAL PART OF THE DOCK AND CANNOT BE REMOVED.
  22. THE COMPANY CANNOT AND DOES NOT GUARANTEE THE CONTINUITY OF ELECTRICAL SERVICE WHERE PROVIDED.
  23. BOAT OWNERS AUTHORIZE MANAGEMENT TO PUMP BOATS WHICH BY REASON OF A LEAK OR HEAVY RAINS APPEAR IN THE JUDGMENT OF THE MANAGEMENT TO BE IN DANGER OF SINKING AND AGREES TO PAY FOR ANY SERVICE RENDERED OR SUPPLIED. MARINA DOES NOT, HOWEVER, HAVE ANY DUTY OR OBLIGATION TO INSPECT BOATS TO DETERMINE THEIR CONDITION, INCLUDING THEIR CONDITION AS TO LEAKAGE OR SHIPPING WATER, SUCH RESPONSIBILITY BEING AND REMAINING THAT OF THE BOAT OWNER.
  24. SUBLEASING OF BERTHS, TRANSFER OF BOATS BETWEEN BERTHS, OR FROM ONE BERTH TO ANOTHER SHALL NOT BE ALLOWED EXCEPT UPON PRIOR WRITTEN APPROVAL OF THE MARINA OFFICE. OWNER AGREES THAT IN CASE OF AN EMERGENCY, COMPANY MAY MOVE BOAT FROM ASSIGNED SLIP TO ANOTHER BERTH.
  25. THIS LEASE CAN BE CANCELLED BY THE MANAGEMENT FOR ACTS OF THEFT, ROWDINESS, NON-PAYMENT OF ACCOUNT, CARELESSNESS CAUSING DAMAGE TO PROPERTY AND OTHER OBJECTIONABLE CONDUCT.
  26. OWNER AGREES TO COMPLY WITH ALL RULES AND REGULATIONS SET FORTH HEREIN, AND SHOULD BREACH OF THIS AGREEMENT OR VIOLATION OF RULES AND REGULATIONS OCCUR, THIS RENTAL AGREEMENT SHALL TERMINATE IMMEDIATELY, AND THE COMPANY MAY REMOVE THE BOAT FROM THE MOORING SPACE AT THE OWNERS RISK AND EXPENSE AND TAKE POSSESSION OF THE MOORING SPACE.
  27. LESSEE AGREES TO PAY BASIC RATE AND APPLICABLE SUPPLEMENTARY CHARGES.
  28. PAYMENTS OF SLIP RENT CONSTITUTE ACCEPTANCE OF ALL THE TERMS, CONDITIONS AND RULES OF THIS LEASE.
- FINAL SLIP ASSIGNMENTS ARE MADE UPON A FULLY PAID BASIS ONLY. TO HOLD YOUR SLIP PAYMENTS MUST BE RECEIVED BY THE DATE LISTED BELOW. ALL PAST DUE ACCOUNTS MUST BE PAID IN FULL BY MARCH 1, 2014.

FT. SLIP	RATE	TAX (5.5%)	TOTAL
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SLIP RENT DUE IN FULL BY MARCH 1, 2014

I, THE UNDERSIGNED, ACKNOWLEDGE THAT I HAVE READ THE RULES, REGULATIONS AND CONDITIONS OF THE SUMMER DOCKAGE AGREEMENT, AND I, MY FAMILY AND GUESTS WILL ABIDE BY THEM.

BOAT OWNER/LESSEE

SUMMER LAND STORAGE RATES - \$8.00 PER FOOT