



120 Clinton Street 400 La Crosse Street (Mailing)

La Crosse, Wisconsin 54601 veteranspointmarina@cityoflacrosse.org

Jim Flottmeyer: 608-789-7559, flottmeyerj@cityoflacrosse.org

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

2022 Season-Transient Multiple-Slip Facility Agreement

Vessel Owner(s): _____

Email Address: _____

Address: _____

City/State/Zip: _____

Home Phone: _____

Cell Phone: _____

Vessel Make: _____

Vessel Width & Length: _____

DNR

Insurance Carrier: _____

Registration #: _____

Insurance

Ins Policy

Policy #: _____

Expiration: _____

Vessel Is Owned By (Circle): Individual Partnership Corporation

Slip Number: _____

Dock (Circle): A B C D

Agreement Start

Date: April 15, 2022

Agreement End Date: October 15, 2022

Agreement Amount Due Inc Sales Tax _____

\$250.00 Non-Refundable Deposit Due _____

Nov 1, 2021 _____

Full Balance Due On Or Before April _____

1, 2022 _____

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: _____



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Terms and Conditions/Rules-2022 Season

1. Definition of Terms

Agreement means the Launch & Commissioning Agreement, or the Slip Lease Agreement between the Marina and the Vessel Owner.

Marina means Veterans Point Marina.

Summer Storage means the period from April 15th to October 15th of each year. This period is subject to change dependent on river conditions.

Vessel means, but not limited to, ship, yacht, dinghy, catamaran, vessel, or craft whether or not its principal propulsion shall be by wind or engine.

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 Tenant in the Slip Lease Agreement.

2. Billing

Unless specifically stated in the Marina Price 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 outlined in lease agreement.

3.2 Vessel shall be in running condition at all times while being moored in leased slip.

3.3 The City of La Crosse, at its sole discretion, may terminate the Agreement, as stated in section 12. Termination for any Vessel Owner that does not properly maintain the Vessel.

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

4. Term

The Agreements 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 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 \$250 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 be assessed a \$30 a day for up to ten (10) days, at the sole discretion of the City of La Crosse, late fee and after such time will have their AGREEMENT revoked and lose the assigned slip.

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.



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Terms and Conditions/Rules-2022 Season

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.

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 Rentals

Veterans Point Marina basin and docks will be available April 15th until October 15th of each year, unless otherwise agreed to in writing 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, (b) Any Boating Safety Rules and Regulations, (c) By any failing to make any payment/s due and/or (d) 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 Five (5) days written notice of termination of any of the Agreements. Vessel Owner is deemed to have been served, if by Postal Service, within twenty-four (24) hours of the time the said notice is deposited in the mail, or if by Email, from the moment of it being sent, if Personal Service, from the moment the notice is handed over to the Vessel Owner or their agent.

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 Agreements 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

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. AGREEMENT may also be transferred because of a vessel sale at the sole discretion of the City of La Crosse.

16. Miscellaneous

Electrical cords shall be properly stored and maintained and be certified outdoor and of the proper amperage rating 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 of deck or dock boxes is not allowed. Placing items on main and finger piers is not allowed.

17. 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.

LA CROSSE MUNICIPAL HARBOR

1502 Marco Drive 400 La Crosse Street (Mailing) La Crosse, Wisconsin 54601 municipalharbor@cityoflacrosse.org

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2022 Season-Transient Multiple-Slip Facility Agreement

Vessel Owner(s): _____

Address: _____
Home Phone: _____
Vessel Make: _____
Insurance Carrier: _____
Insurance Policy #: _____

Email Address: _____

City/State/Zip: _____

Cell Phone: _____

Vessel Width & Length: _____

DNR Registration #: _____

Ins Policy Expiration: _____

Vessel Is Owned By (Circle): Individual Partnership Corporation

Slip Number: _____

Dock (Circle): A B C D

Agreement Start Date: April 15, 2022

Agreement End Date: October 15, 2022

See Schedule For Slip Fee Structure

Includes Electricity & Water As Stated In TERMS AND CONDITIONS/RULES

Final Payment Late Fee: \$30 a day for 10 days

Agreement Amount Due Inc Sales Tax _____
\$250.00 Non-Refundable Deposit Due _____
Nov 1, 2021 _____
Full Balance Due On Or Before April _____
1, 2022 _____

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 Received Deposit:		Initial:	
Date Received Balance:		Initial:	

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Terms and Conditions/Rules-2022 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 April 15th to October 15th 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 \$250 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 be assessed a \$30 a day for up to ten (10) days, at the sole discretion of the City of La Crosse, late fee and after such time will have their AGREEMENT revoked and lose the assigned slip.

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.

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 April 15th until October 15th of each year, unless otherwise agreed to in writing, weather/river conditions permitting or as approved/directed by marina management.

LA CROSSE MUNICIPAL HARBOR

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Terms and Conditions/Rules-2022 Season

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 (d) 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. Use of Slip(s)

As registered with the City of La Crosse Park, Recreation & Forestry Department by Agreement, slip(s) shall be occupied and used by registered vessel only as listed on the Agreement. Slip holders MAY NOT allow any other vessel(s) in their assigned slips without prior authorization from harbor manager or Park, Recreation & Forestry management. Mooring in unfilled slips is not allowed. Violations of the above will be considered breach of Agreement.

18. 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 period per Vessel Owner. Slip holders using more than the above stated kWh will be assessed and invoiced \$75 for each 500kWh block used.

19. Live-A-Board Vessel Owners & Vessels

Specific Terms and Conditions/Rules in a separate Agreement.

20. 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, bath facility, and pump out service (In house or by 3rd party vendor with 24-hour notice. Cost may apply.)

21. 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.

22. 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.

LA CROSSE MUNICIPAL BOAT HARBOR

1502 Marco Drive 400 La Crosse Street (Mailing) La Crosse, Wisconsin 54601 municipalharbor@cityoflacrosse.org

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LIVE ABOARD Terms and Conditions/Rules 2021/2022

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 October 15th to April 15th 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. Balances Due, & Late Fees

Vessel owners failing to pay balances due on Live Aboard fees by the required date stated in the AGREEMENT will be assessed a \$30 a day for up to ten (10) days, at the sole discretion of the City of La Crosse, late fee and after such time will have their AGREEMENT revoked.

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.

LA CROSSE MUNICIPAL BOAT HARBOR

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LIVE ABOARD Terms and Conditions/Rules 2021/2022

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 October 15th until April 15th 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. Any portable toilet or trash receptacle brought in or contracted for use by Live Aboard shall have approval of harbor management as to location placement on harbor property.

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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2021/2022 Fall-Winter Dry Storage

Vessel Owner(s): _____ Boat Name: _____
Address: _____ Email Address: _____
Home Phone: _____ City/State/Zip: _____
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: October 15, 2021 Agreement End Date: April 15, 2022

Agreement Is For The Period As Shown Above

Current Slip Holder Dry Storage Fee \$6.00 per trailer foot.

Non-Current Slip Holder Dry Storage Fee \$12.00 per trailer foot.

****SALES TAX IS INCLUDED IN THE AMOUNTS ABOVE****

Agreement Amount Due By October 15, 2021: _____

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:	

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2021/2022 Fall-Winter Freeze-In Agreement

Vessel Owner(s):	_____	Boat Name:	_____	
Address:	_____	Email Address:	_____	
Home Phone:	_____	City/State/Zip:	_____	
Trailer Make:	_____	Cell Phone:	_____	
DNR Registration # or VIN #	_____	Vessel Length:	_____	
		State of Registration	_____	
		Slip Number:	_____	
	Vessel or Trailer Is Owned By (Circle):	Individual	Partnership	Corporation
Agreement Start Date:	October 15, 2021	Agreement End Date:	April 15, 2022	

Agreement Is For The Period As Shown Above

Current Slip Holder Freeze-in Storage Fee \$446.00

****SALES TAX IS INCLUDED IN THE AMOUNTS ABOVE****

Agreement Amount Due By October
15, 2021: _____

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

1502 Marco Drive 400 La Crosse Street (Mailing) La Crosse, Wisconsin 54601 municipalharbor@cityoflacrosse.org

Jim Flottmeyer: 608-789-7559, flottmeyerj@cityoflacrosse.org Gary Thurk: 608-792-3982, couleeregionservices@gmail.com

Dry Storage/Freeze-In Terms and Conditions/Rules-2021/2022

1. Definition of Terms

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

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

Agreement Dates means the period stated on Agreement.

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

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

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

2. Billing

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

3. Maintenance Requirements

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

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

4. Term

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

5. Invoice

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

6. Finance Charge

Vessel owners failing to pay balances due on storage fees by the required date(s) stated in the AGREEMENT will be assessed a \$30 a day for up to ten (10) days, at the sole discretion of the City of La Crosse, late fee and after such time will have their AGREEMENT revoked and vessel removed from City of La Crosse property.

7. Liability

7.1 **Bodily Injury or Property Damage to Vessel/Trailer Owner.** Any bodily injury or property damage to the Vessel/Trailer Owner, Vessel/Trailer, the contents thereof, or any other property of the Vessel/Trailer Owner in or around any property owned or controlled

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

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

8. Lien

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

9. Boarding

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

10. Repossession of Equipment

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

11. Term of Agreement

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

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Dry Storage/Freeze-In Terms and Conditions/Rules-2021/2022

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.

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2022 Spring/Summer Dry Storage Agreement

Vessel Owner(s): _____ Lic Plate# For Launch _____
Pass: _____
Address: _____ Email Address: _____
Home Phone: _____ City/State/Zip: _____
Trailer Make: _____ Cell Phone: _____
Trailer Length: _____
DNR Registration # or VIN # _____ State of Registration _____

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

Agreement Start Date: April 15, 2022 Agreement End Date: October 15, 2022

Agreement Is For The Period As Shown Above

Current Slip Holder Dry Storage Fee \$6.00 per trailer foot.

Non-Current Slip Holder Dry Storage Fee \$12.00 per trailer foot.

****SALES TAX IS INCLUDED IN THE AMOUNTS ABOVE****

Agreement Amount Due : _____

I agree to be bound by the foregoing Dry Storage 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 and/or trailer or both 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			
Date:		Initial:	

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