

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.
29. CITY REQUIREMENT: NO LIVING ABOARD BOATS STORED ON LAND.
30. CITY REQUIREMENT: NON-RESIDENTS WILL BE CHARGED A SURCHARGE OF AN AMOUNT EQUAL TO THE LESSEE OF 10% OF SEASONAL SLIP RENT OR ONE HUNDRED DOLLARS (\$100.00).
31. CITY REQUIREMENT: ALL BOATS MUST HAVE CURRENT REGISTRATION CERTIFICATE AND NUMBERS.

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, 2015.

FT. SLIP	RATE	TAX (5.5%)	NON-RESIDENT FEE	TOTAL

SLIP RENT DUE IN FULL BY MARCH 1, 2015  
 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

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

2015 SUMMER SEASON

DATE: \_\_\_\_\_ SLIP: \_\_\_\_\_

OWNER: \_\_\_\_\_ INSURED BY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ BOAT MAKE: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_ LENGTH: \_\_\_\_\_

RESIDENT OF CITY OF LA CROSSE YES \_\_\_\_\_ NO \_\_\_\_\_

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.

IN CONSIDERATION OF THE ABOVE, LESSEE AGREES TO LEASE SLIP ASSIGNED FOR THE SUMMER SEASON FROM MAY 1 TO OCTOBER 31 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 VISITING BOATERS IN THE ABSENCE OF THE LESSEE'S 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.