

La Crosse Pettibone Boat Club, Inc.

## Boat Slip Lease Agreement

**Date:** \_\_\_\_\_ **Designated Boat Slip:** Pier \_\_\_\_\_ Slip \_\_\_\_\_

**Lessor:**

La Crosse Pettibone Boat Club, Inc (the "LPBC")  
P.O. BOX 1042  
La Crosse, WI 54602

**Lessee:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Primary Phone: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**Section 1. Grant of Lease:** Lessor hereby grants to Lessee the right to occupy and use, for or in connection with the berthing of Lessee's Craft (but no other maritime vessel) subject to the terms of this Agreement, (a) the Designated Boat Slip, (b) the pier appurtenant to such Designated Boat Slip, to the extent reasonably required to provide access from the land to Lessee's Craft, that is appurtenant to such Designated Boat Slip. Lessor also hereby grants to Lessee the right to use, on a non-exclusive and non-guaranteed basis, the parking area at the LPBC and other amenities (including water and electrical utilities) appurtenant to the Designated Boat Slip. The grant of rights by Lessor to Lessee under this Section 1 is sometimes herein referred to as the "Lease".

**Section 2. Term of Lease:** The term of this Lease, unless sooner terminated as provided for in this Lease shall be from April 1, 2021 to October 31, 2021

**Off Season storage and utilities will be covered under separate agreement.**

**Section 3. Payment of Slip Rental, Including Utility Costs.** The Annual Slip Rental is payable in advance, without deduction, setoff, or abatement, on dates set forth by the LPBC. Lessee shall be assessed a late payment fee of \$100.00 for (a) any payment of Annual Slip Rental not timely received and (b) for any returned check.

The Annual Slip Rental shall be payable at such address and in such manner as Lessor may from time to time reasonably direct, it being understood that Lessor may reasonably require payment.

**Section 4. Access and Lessor's Right to Use.** Lessee shall recognize that access to the La Crosse Pettibone Boat Club Area may be limited on occasion by capacity factors beyond the Lessor's control. Lessor does not guarantee access by terms of the Lease Agreement either implied or stated. Lessee acknowledges that the Lessor's right to operate the LPBC and to make available the facilities leased under this Lease Agreement are governed by the certain agreements, ordinances, rules and regulations granted to or imposed on, the lessor by the City of La Crosse, State of Wisconsin and the U.S. Government. Lessee agrees that this Agreement shall be subject to the terms of any agreements between the Lessor and such government bodies and subject to any and all ordinances, rules or regulations imposed by such government bodies.

**Section 5. Vessel Is Insured.** Lessee warrants that the Vessel is insured for liability. Lessee agrees that Lessee will be held responsible for damage, which the Vessel may cause, by any means, to other vessels in the LPBC or to the LPBC structures, equipment or facilities.

**Section 6. Lessee's Maintenance & Related Obligations.** Lessee shall maintain Lessee's Craft and the Designated Boat Slip (including any dock box, any boat lift, any appurtenant utility connections) in a safe and clean condition, and shall keep the LPBC deck free and clear of obstructions that could pose any danger to others using such LPBC deck. Without limiting the foregoing, Lessee shall secure and safely route all utility hoses and cables so as not to pose any hazard across any area of the dock or along any fender. Lessee shall secure any dock box so as not to blow open during high winds, and shall be solely responsible for any damage caused by an improperly secured dock box or boat lift. Lessee shall not discharge or otherwise dispose of sewage, trash, fuel oil, or any other contaminant in or on the LPBC property, or into the water surrounding the LPBC property, except in a manner and at a time expressly approved by Lessor. In Lessee's use of the Designated Boat Slip and Lessee's Craft, Lessee shall comply with all applicable local, state, and federal environmental and other rules, regulations, and laws. Lessee shall promptly, at its sole cost and expense, cause to be repaired in a good and workmanlike manner any damage caused by Lessee to the Designated Boat Slip, or the appurtenances thereto,

or to the LPBC. Lessee shall not modify or alter any portion of the Designated Boat Slip or any of the LPBC deck or facilities appurtenant to the Designated Boat Slip without the prior written consent of Lessor, which consent may be withheld or denied in Lessor's sole discretion.

**Section 7. On Shore Repairs or Maintenance.** Any time maintenance is preformed on shore at the LPBC, Lessee shall not dispose of fuel, oil, paint or any other contaminant in or on the LPBC property. In addition, the ground and surrounding area below any hull or lower unit repair maintenance should be covered and any silica sand, paint chips or other contaminants from scraping, sanding, painting or other repair shall be properly disposed of to prevent leaching or run off into the surrounding water.

**Section 8. Good Condition.** This Lease Agreement is contingent upon examination and approval by the Lessor of any vessel, covered slip, boat house or boat lift. Any not in good condition will not be admitted to the Pettibone Boat Club. Failure to maintain the any vessel, covered slip, boat house or boat lift in good condition shall be cause for termination of the Lease Agreement. The condition of each shall be appraised and determined by the LPBC Board, in its sole discretion. All decisions of condition and maintenance of good condition made by the LPBC Board shall be final and binding on the parties.

**Section 9. Lessor Not Liable For Fire, Theft, Etc.** Lessor shall have no obligation to provide any security to persons or property at the LPBC. Lessor assumes no responsibility for the safety of any vessel moored in the LPBC and will not be liable for fire, theft, damage or vandalism to Lessee's Vessel, its equipment, appurtenances, engines, dinghies, etc., however arising; it being the parties understanding that Lessee shall moor the Vessel at Lessee's own risk. Lessor DOES NOT insure against fire, theft, damage, vandalism or any other loss or casualty to Lessee's Vessel, it equipment, appurtenances, engines (including outboard engines), dinghies, etc. including trailers and cradles.

**Section 10. Sunken Vessel.** In the event that Lessee's Vessel sinks in its slip or within the LPBC, Lessee will commence salvage activities within 24 hours of notice by the LPBC or governmental agency that such sinking has taken place. Failure to commence such salvage action within the prescribed time shall give the Lessor the right to salvage the Vessel and Lessee shall reimburse Lessor for all expenses incurred in the salvaging or attempted salvaging of the Vessel.

**Section 11. Emergency Salvage Attempt.** In the event that Lessee's Vessel is observed to be sinking or on fire while moored in the LPBC, Lessee grants to Lessor without recourse the right to enter the Vessel to attempt salvage, and to take whatever measures Lessor deems appropriate and Lessee shall reimburse Lessor for all expenses incurred in the salvaging of the Vessel. Lessor shall not claim salvage rights on any action that might be so taken.

**Section 12. Assignment and Subletting.** The Lease created by this Agreement and the rights granted hereunder are personal to Lessee. Lessee may not assign all or any part of its rights under this Agreement, or otherwise sublet the Designated Boat Slip or any part thereof, without the prior written consent of Lessor, which consent may be withheld or denied in Lessor's sole discretion This Lease shall be binding upon and inure to the benefit of Lessor and its successors and assigns.

**Section 13. Commercial Activity.** Lessee agrees not to use the boat slip covered by this Lease, or the boat moored there, to conduct any type of commercial activity including the sale of boats, rental of boats or carry passengers for hire, or in any other fashion.

**Section 13. Default by Lessor.** In the event of any default by Lessor, Lessee shall give to Lessor written notice of such default, specifying the nature of the default. Lessor shall have 15 days within which to cure such default. If Lessor timely fails to cure such default, then Lessee shall have the right, by giving written notice to Lessor, to terminate this Agreement. Lessee's right to terminate shall be Lessee's sole remedy under this Agreement in the event of such a Lessor default, and Lessor shall not on any account be liable in money damages (including without limitation for any attorneys' fees or costs of court) to Lessee. Notwithstanding the foregoing, Lessee shall have no right to give Lessor any notice of default, and shall have no right to terminate this Agreement at any time that Lessee has any Rental or Dues due to Lessor, or is otherwise in default of any of Lessee's other obligations under this Agreement.

**Section 14. Default by Lessee.** If Lessee fails to make payment of any Rental within 15 days of delivery by Lessor of notice of any Rental that is past due, or fails to cure any other default under this Agreement within ten days of delivery by Lessor of such default, then a "Lessee Event of Default" shall exist and Lessor shall have the following

remedies, which shall be cumulative rather than exclusive: (a) the right to terminate this Agreement, and the grant of the Lease hereunder, which termination right may be exercised by written notice by Lessor to Lessee, and which termination shall be effective as of the date of such notice; (b) the right to immediately enter upon and repossess the Designated Boat Slip and all appurtenances thereto, by forcible entry and detainer suit, or otherwise; (c) the right to remove Lessee's Craft (and any personal property then inside Lessee's Craft from its mooring, and to store Lessee's Craft (and such personal property), with all risk of loss belonging solely to Lessee, and with no liability whatsoever to Lessor, and with all costs of storage being deemed to be including among the past Due Rental under this Agreement; (d) the right to make any required repairs to the Designated Boat Slip, or to expend any other sums required to cure any defaults by Lessee under this Agreement, with all such sums expended being deemed to be included among the past due Rental under this Agreement; (e) the right to terminate Lessee's rights of possession with regard to the Designated Boat Slip and all appurtenances thereto, without demand or notice of any kind and without terminating this Agreement, in which event Lessor may, but shall be under no obligation to, relet all or any part of the Designated Boat Slip for credit to Lessee's account, on such terms and conditions as Lessor in its sole discretion shall deem appropriate; and (f) the right to exercise Lessor's rights under the Texas Uniform Commercial Code with regard to the security interest granted to Lessor in the Secured Property. In the event of any Lessee Event of Default, Lessor shall have the right to recover from Lessee, whether by way of sale of the Secured Property, or by means of execution and levy on a judgment, or by means of voluntary payment by Lessee, or by some combination thereof: (a) Rental that is past due, including any late payment fees due in connection therewith, (b) all Rental to come due during the remainder of the Term (assuming that Lessor has not terminated this Agreement and the Lease hereunder), (c) Lessor's reasonable and necessary attorneys' fees and costs of court, (d) pre-judgment at the lesser of 8% per annum or the maximum allowed by law, and (e) post-judgment interest at lesser of 10% per annum or the maximum allowed by law.

**Section 15. Notice.** Any notice required or permitted to be given to Lessor shall be given by certified or registered United States mail, postage prepaid, to the address of Lessor set forth on the first page of this Agreement, or to any revised address of which Lessor may from time to time notify Lessee. Such notice to Lessor shall be deemed to have been given on the postmark date or, if any such notice is not postmarked within the State of Wisconsin, five days after the postmark date. Any notice required or permitted to be given by Lessee may be given either by (a) certified or registered United States mail, postage prepaid, to the address of Lessee set forth on the first page of this Agreement, or to any revised address of which Lessee may from time to time notify Lessor, or (b) via email to the email address of Lessee set forth on the first page of this Agreement. Any mailed notice by Lessor shall be deemed to have been given on the postmark date, and any email notice by Lessor shall be deemed to have been given at the time the email is sent, and shall be deemed to have been properly given and received if sent to the email address of Lessee reflected on the first page of this Agreement, regardless of whether actually received by Lessee.

**Section 16. Relocation of Designated Boat Slip.** Lessor shall have the right, from time to time, upon no fewer than 10 days' notice to Lessee to change the location of the Designated Boat Slip; provided, however, that Lessor may not make any such change in order merely to accommodate another user or potential user of the Lessee's Designated Boat Slip, and in connection with any such relocation, Lessor shall offer to Lessee a substitute boat slip of at least equal size and with comparable appurtenances (such as any utility connections), which shall thereupon become Lessee's Designated Boat Slip.

**Section 17. Rules & Regulations.** Lessee acknowledges receipt of a copy of the Rules & Regulations of the La Crosse Pettibone Boat Club, Inc, and agrees to comply with such Rules & Regulations, as same may be amended from time to time.

**Section 18. Miscellaneous.**

(a) This Agreement (including the Rules & Regulations referred to herein) sets forth the entire agreement between Lessor and Lessee, and supersedes and takes the place of all prior representations, warranties, and agreements, and may be amended only by written instrument signed by the party to be bound. (b) This Agreement shall be governed by the laws of the State of Wisconsin, and exclusive venue for the adjudication of any dispute arising under this Agreement shall be in a court of competent jurisdiction in La Crosse County. (c) If any provision or portion of a provision of this Agreement is determined to be unenforceable, then the unenforceable provision shall be deemed to have been severed and excised from the Agreement, and the remainder of the Agreement shall remain in full force and effect. (d) Lessee warrants that Lessee is the owner of Lessee's Craft, free and clear of any adverse liens or claims, save and except claims by any lender of a security interest therein arising prior to the Date of this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have signed this Agreement.  
**LESSOR: La Crosse Pettibone Boat Club, Inc**

Name: \_\_\_\_DAN GERKE\_\_\_\_\_

Title: \_\_\_\_COMMADORE\_\_\_\_\_

**LESSEE SIGNATURE:** \_\_\_\_\_

**Name:** \_\_\_\_\_ (Please Print)