



120 Clinton Street

400 La Crosse Street (Mailing)

La Crosse, Wisconsin 54601

www.cityoflacrosse.org/parks

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Terms and Conditions/Rules

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 Flat Rate 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.

6. Finance Charge

Vessel Owner may be charged interest in the amount of 18% annually (1.5% per month) on all balances over 28 days past due.

7. Liability

7.1 Bodily Injury or Property Damage to Vessel Owner. Any bodily injury or property damage to the Vessel Owner, Vessel, the contents thereof, or any other property of the Vessel Owner in or around any property owned or controlled by the Marina is and shall remain the responsibility of the Vessel Owner. Neither the City of La Crosse nor the Marina has any liability for any such injury or damage. Causes of such injury may include, but are not limited to, vandalism, malicious mischief, theft, or damages caused by wave action, storm, ice or freezing, or the conditions of dock or the Marina itself. Vessel Owner shall provide his own insurance against losses to property of the Vessel Owner and hereby agrees to indemnify and hold harmless the Marina and the City of La Crosse with respect to any such loss or damage, even if caused by the negligence of the Marina or the City of La Crosse.

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

8. Lien

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

9. Boarding

While the Vessel is located at the Marina, the Vessel Owner extends a license to the Marina to board the Vessel for any legitimate business purpose.

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.



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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 weather permitting.

12. Termination

12.1 Termination. The Marina shall have the right to terminate the Agreements 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 (e) By providing false or misleading information in connection with the agreement.

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 lease fees shall be prorated to the end of the current month of receiving written notice. Refunds for early Slip Lease Agreement termination shall be at the sole discretion of the City of La Crosse.

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.

16. 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 of deck or dock boxes is not allowed.

