

La Crosse Pettibone Boat Club

Rules & Regulations

(Revised September, 2020)

1.0. Membership / Fees / Definitions / General

1.1. Definitions: For the purposes of the AGREEMENT, the following definitions shall apply, unless otherwise clearly indicated.

a. MEMBER: shall mean the owner, leasee or other person entrusted and charged with care, custody and control of boat, privately owned covered slip, dock, boat lift or boathouse.

b. CLUB or BOAT CLUB: shall mean Pettibone Boat Club, its officers, agents, representatives and employees.

1.2. The MEMBER agrees to abide by the rules and regulations set forth by the Pettibone Boat Club, City of La Crosse, State , U.S. Coast Guard, and all other authorities.

1.3. No vessel, covered slip, boat lift, boat dock or boathouse shall be moored, handled or stored at the Pettibone Boat Club without a signed contract. Any delinquent bills shall give the Pettibone Boat Club the right to remove such property and forfeiture of the balance of slip rights after notification of the MEMBER by phone, in person, by mail, voice mail or e-mail. It is the MEMBER'S responsibility to provide the CLUB with his/her most current contact information. Any expense involved necessitated by violations of the contract shall be assessed against the MEMBER.

1.4. The MEMBER agrees to pay any late fees assessed on any past due charges including but not limited to; storage, dockage, damage fees, etc.

1.5. The MEMBER agrees to pay a \$50.00 NSF fee on any checks returned to the CLUB for non-payment.

1.6. The MEMBER agrees that cancellation of this contract is subject to zero refund of monies paid.

1.7. The MEMBER or his quest utilizing CLUB property or slips other than those assigned, without permission, will be subject to a daily fee equal to the current daily transient boat fee. This includes the parking of trailers, campers, motorhomes, etc. in non-designated areas without prior permission of the Harbormaster.

1.8. Dockage does **not** automatically transfer to the new owner with the sale of a boat, dock or boathouse. A MEMBER selling a boat should inform the prospective buyer of this policy and the prospective buyer **and** seller should make proper application for membership and dockage to the CLUB.

- 1.9. Sub leasing of boat slips is **not** permitted without prior approval.
- 1.10. Non-member boats are considered transient and are subject to transient fees.
- 1.11. The CLUB reserves the right to re-assign dockage in order to accommodate each MEMBER'S requirement for space. Re-assignment may occur at any time during the season.
- 1.12. Membership stickers must be prominently displayed on boats.
- 1.13 All boats on CLUB property must have current DNR registration.
- 1.14. The CLUB does **NOT** launch or remove boats from the water for MEMBERS, nor is it liable for such action, damages or injuries related to such action. If CLUB employees participate in such action, it is considered to be on their own time and at their own risks. If the CLUB deems it necessary to move boats or trailers, the MEMBER will be notified if possible, prior to the move. The MEMBER may be assessed fees associated with the action.
- 1.15. All boats, boathouses, private owned docks, boat lifts and covered slips must be maintained in good condition. Any improvements or alterations to **CLUB owned docks or property** must be approved by the Board of Directors prior to commencing work.
- 1.16. Prior to any repair, alteration or improvement, any MEMBER who owns their own dock, boat lift, covered slip, or boathouse, must provide written proof of DNR Permit, building permit or like documentation that shows that regulatory requirements have been met.
- 1.17 CLUB will not be liable for any theft or damage to property stored on CLUB property.
- 1.18. Summer dockage is from April 1 to October 31. November 1 to March 31 winter fees apply and a winter storage contract must be on file for boats in the harbor and/or stored on land, as well as trailers.
- 1.19. If it is necessary to remove a boat from its slip for repairs on land, the Harbormaster will determine where to park the boat. Storage fees may apply if repairs are not made in a timely fashion.
- 1.20. In the event of an emergency, the CLUB will attempt to take necessary measures to prevent damage to property or to correct possible hazards, the costs of which will be charged to the MEMBER.

1.21. The freshwater supply is from a common well and should be considered “**Non-Potable**”.

1.22. All boats, trailers, vehicles, etc. must be removed from the black top parking areas, riverfront and ramp areas no later than May 15th. No boats, trailers, vehicles, etc. may be stored on club property without PRIOR PERMISSION, and only in designated areas and may be subject to daily storage fees. Trailers must be properly identified with the member's name. Boats and vehicles must have current registrations. Any trailers, boats, vehicles, etc. left in non-designated areas, without proper identification, or without permission, shall be removed from club property at the owner's expense. Storage fees may apply. **These items must also be removed from the floodway between October 15th and April 15th or at any other time designated by the Harbor Master, DNR or City Inspection Department. If a Member fails to remove items designated as seasonal only, the Club at the Members expense will move them. Any fines levied for violations of these or other code issues will be the responsibility of the violating Member.**

2.0. Boat Lifts

2.1 Boat lifts may be installed according to the following conditions:

2.1a. A “Boat Lift Liability Waiver” must be on file with the CLUB **prior to the installation**

2.1b. If the CLUB deems it necessary to remove the lift from the slip for any reason, it is the MEMBER’S responsibility to move the lift at his/her expense.

2.1c. A fee of \$150 per lift per year will be added to the summer Slip Fee.

3.0. Conduct

3.1. MEMBERS are responsible for their conduct and the conduct of their families and guests. No MEMBER shall disturb the privacy and right to quiet enjoyment of the CLUB by other members.

3.2 Violations should be documented and reported to the Harbormaster in a timely fashion.

3.3 Repeated violations may lead to immediate termination of membership and lease agreement.

3.4. Illegal activity on CLUB property by MEMBERS and/or their guests may lead to immediate termination of membership and lease agreement.

3.5. MEMBERS shall see to it that all refuse is deposited in the proper containers and that the areas in the vicinity of their boats, docks and boat houses are kept in a neat and clean condition.

3.6. The Harbor is designated as a "NO Wake" zone. All boaters and users of personal watercraft, jet skis, etc. shall maintain a no wake speed while within, entering and leaving the harbor.

3.7. All dogs are to be kept on leashes while on boat club property.

3.8 All dog droppings shall be immediately picked up and disposed of properly.

3.9. The gas dock shall be used for fuel and pump out only during the hours that the gas dock is open. MEMBERS should not park on the gas dock to use the restaurant.

4.0. Electricity

4.1 Members using an excessive amount of "summer" electricity will be contacted and may be assessed a surcharge.

4.2. "Summer electricity" will be turned on from April 1 until November 1. Anyone desiring "winter electricity" must complete a winter electric contract prior to November 1. Those using winter electricity will be responsible for all associated fees and will be billed monthly.

4.3. "Winter electric" bills not paid in a timely fashion, may lead to disconnection.

4.4 The harbormaster will assign winter slips for those using electricity.

4.5 "Summer electricity" may be withheld or disconnected if MEMBER has any past due fees.

5.0. Prohibited

5.1. Radio/TV antennas, dishes, etc. shall not be placed on CLUB property, including but not limited to shoreline, docks, pilings and pilings.

5.2. Swimming is not permitted in the harbor.

5.3. It is a violation of CLUB rules as well as state and local regulations to fuel your boat in your slip.

5.4. No charcoal grills on docks or boats while moored in the harbor.

5.5. No open, unprotected flame on boats or dock (ie, tiki torches, candles, etc.).

5.6. Any dock boxes, storage cabinets, steps, etc. on docks must be approved by the Harbormaster. The CLUB assumes no responsibility or liability for these items.

5.7 Camping (tents, motorhomes, camping trailers, etc.) is prohibited on Boat Club Grounds.

5.8. Only approved, heavy-duty, no less than three wire, 12 gage grounded electrical cords may be used on the docks. Any non-grounded or light weight electrical cord will be either confiscated or reported to the City Inspector.

5.9. Only neoprene or other materials approved by the Harbormaster may be installed as bumpers on the docks. Any unapproved material, such as carpeting may be removed by the CLUB.

5.10. Our lease with the City prohibits any businesses to operate out of the Boat Club (Boat rental, boat repair, charters, etc.).

6.0. Environmental – “Clean Harbor” Mandates

6.1. Any debris from the maintenance and repair of any vessel on the property shall be disposed of properly.

6.2. Any boat painting or fiberglass repair shall be restricted to the use of rollers or brushes. No spraying is allowed.

6.3 All shrink wrap covers must be recycled.

6.4 Any storage or disposal of lead based batteries must be done in accordance with any and all rules, laws and ordinances.

6.5. Painting or sanding of boats while in the water is prohibited.

6.6. Any dust and debris from sandblasting must be contained and disposed of properly.

6.7. Any sanding or blasting work carried out by an individual boat owner or contractor is prohibited unless it is done inside a designated shop, or a vacuum sander is used and the residue is properly disposed of

6.8. Anti-fouling paint with minimal environmental impact is recommended.

6.9. All liquid waste such as used oil, antifreeze and solvents must be disposed of properly. Recycling is strongly encouraged.

6.10. No dumping of any waste into the water.

7.0. The following City of La Crosse and/or DNR rules apply to members adjacent to the floodway, including, but not limited to; Riverfront, J – Dock and K – Dock

7.1.1. Prohibited Items:

- Fences, decks of any kind
- Above grade fire pits
- Storage of materials (Including but not limited to wood, barrels, bricks, steel)
- Storage trailers
- No poured concrete
- No fill of any kind
- No propane or fuel tanks
- No plantings without Board approval

7.2. Allowed Items:

- Below grade fire pits, no larger than 5 feet across, for burning of wood only, no trash or debris. They may have a single row rock perimeter.
- Concrete patio blocks as long as they are flush with the ground and occupy no larger than a 12' x 12' space.

7.3. Allowed Seasonal Items:

- Tables, Chairs, Lawn Furniture
- Firewood to be used within a reasonable period
- Temporary movable storage units no larger than 6' x 6'
- Portable fire pits
- Porta-potties

7.4. These items must be removed from the floodway between October 15th and April 15th or at any other time designated by the Harbor Master, DNR or City Inspection Department. If a Member fails to remove items designated as seasonal only, the Club at the Members expense will move them. Any fines levied for violations of these or other code issues will be the responsibility of the violating Member.

8.0. Indebtedness / Limitation of Liability

8.1. MEMBER hereby acknowledges an indebtedness to the CLUB in the amount indicated on the Annual Billing Invoice and agrees to pay the designated amounts as they become due. In the event that such sums are not paid when due, MEMBER hereby confesses judgment in the amount of any outstanding balance due the CLUB, plus late fees from the date hereof, cost, disbursements and reasonable attorney's fees. MEMBER hereby further agrees that in the event any legal action or proceedings may become necessary to collect said monies, any such action may be renewed in La Crosse County, State of Wisconsin, and MEMBER accordingly submits himself/herself to the exclusive jurisdiction of the municipal and district courts of said county.

8.2. LIMITATION OF LIABILITY – HOLD HARMLESS: IN CONSIDERATION OF THE RULES and REGULATIONS contained herein and in addition to any and all limitations of liability elsewhere in this agreement, the MEMBER hereby agrees to fully indemnify and hold PETTIBONE BOAT CLUB harmless against any and all loss, costs or expenses, including, but not limited to; reasonable attorney fees, which the CLUB may become liable due to acts or omissions of the MEMBER, member's guest(s) or invitee(s). MEMBER assumes all risk incident to the operation, docking, or mooring of boats and/or use of private lifts, docks, covered slips and boathouses, assumes all risks commonly or endemically related to CLUB environment (such as wet or slippery walkways, etc.) and accordingly agrees to fully indemnify and hold harmless CLUB against any and all losses which the CLUB may sustain or for which the CLUB may become liable due to injuries to property or persons of MEMBER, his guests or invitees. The MEMBER further agrees to hold CLUB harmless for loss and all damages or injuries to property or persons due to ice, hail, winds or other forces of nature. MEMBER further agrees to hold CLUB harmless for damages or injuries to property or persons arising out of theft, vandalism or any actions of persons over which the CLUB has no control. This provision extends to all actions or causes of actions arising during the contract period and expiration or failure to renew this agreement shall not terminate MEMBER'S obligations hereunder.

*The La Crosse Pettibone Boat Club
Board of Directors
August, 2018*