



1 Marina Drive • Washburn, WI 54891  
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# Outdoor Land Storage Rental License

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LAND STORAGE IS OUTSIDE STORAGE ONLY.
MARINA MANAGEMENT, INC. DBA WASHBURN MARINA AND THE CITY OF WASHBURN DO NOT ASSUME
LIABILITY FOR THE SECURITY OF ANY VESSEL AND/OR EQUIPMENT
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Name(s)

Vessel Name

Street Address

Vessel Length & Manufacturer

City State Zip

Key/Combo

Email

Vessel Insurance Company Expiration Date

Phone Number(s)

Lien Holder & Contact Info if applies

### YOUR VESSEL MUST BE PROPERLY INSURED AT ALL TIMES

The above described (Licensee) hereby agrees to this license for land storage from Marina Management, Inc. dba Washburn Marina (hereinafter "the Marina") at the current rates of \$16.00 per vessel foot for vessels up to 48' LOA, \$18.00 vessels exceeding 48', \$20.00 per foot for commercial/oversized vessels, and multihulls additional per foot fee as noted per six month license term, based on length overall (as defined below), plus tax, pro-rated by month for any period less than the full six (6) month license term. On this two-page document, the undersigned hereby agree to the following terms and conditions:

### SUMMARY OF LICENSE PROVISIONS:

Length overall of vessel: \_\_\_\_\_

Initial License Term:  May 1st – October 31st  Nov 1st – April 30th Year: \_\_\_\_\_

Automatic renewal at updated rates in the event the vessel is not removed from storage at term end.

### Section 1. TERM.

License terms are six months - from May 1 to the next October 31 (In Season Land Storage) and from November 1 to the next to April 30 (Off Season Land Storage) or as determined based on haul out date and launch date provided those dates fall within the months of May and October respectfully or as specifically agreed upon in advance and stated above. For any initial license entered into after a license term begins, the license rate for the portion of the term is prorated from the 1st day of the month in which the License is signed to the end of the term. In the event the vessel remains in storage at term end, this license automatically renews for each subsequent six-month term at the current Marina rates in effect on the date of renewal. Vessels stored for 12 consecutive months are subject to rate increase of 20% of their current rate. Washburn Marina will issue invoices reflecting rates with each renewal period. Payment must be received with consummation of License.

### Section 2. FEES

Payment is due for each six-month or agreed upon term in advance with the signed License. The fee for the initial term is set forth above in the Summary of License Provisions. Storage term exceeding 12 consecutive months is subject to a 20% surcharge on all following storage fees. The Marina may change the fee for a subsequent term by issuing invoice to the Licensee at renewal of the next term or portion thereof. Licensee is entitled to a refund of any unused portion of term, prorated on a monthly basis. The fee rate is applied to the Length Overall (LOA) of the vessel. LOA is defined as the maximum overall vessel length and includes bow or stern pulpits and swim platforms. The Marina reserves the right to measure LOA at any time and to adjust storage charges accordingly.

The Marina reserves all rights against the vessel and personally against the Owner for payment of all charges and to maintain possession of items the stored vessel until all storage fees have been paid in full. Specifically, the provisions of Wisconsin Stat. 779.43, liens for keeper of marinas, et al, shall apply, along with the provisions of Wisconsin Statute Chapter 780, liens against vessels.

If the Marina provides other goods or services to Licensee, and if Licensee disputes the validity of the charges for such goods or services, Licensee agrees that any such dispute shall be settled separately and independently from this License and the rental payments due under it, and shall not entitle the Licensee to offset any such disputed amount from any amounts charged by the Marina under this License. All claims and complaints of every kind which the Licensee and vessel shall be entitled to make against the Marina not in connection with this License shall be handled separately and independently from this License.

### Section 3. RENEWAL

In the event the vessel remains in storage at term end, this license automatically renews for each subsequent six-month term at the current Marina rates in effect on the date of renewal. Washburn Marina will notify you of the exact amount of the charge via the address we have on file for licensee. The Marina may change the fee for a subsequent term by providing written notice of such change to the Licensee no less than thirty (30) days prior to the implementation of rate change. Fees due for the subsequent term will be billed to customer and due within 30 days. Any changes must be requested in writing to Washburn Marina. Storage term exceeding 12 consecutive months is subject to a 20% surcharge on all following storage fees.

