



1 Marina Drive • Washburn, WI 54891
715-373-5050 • boat@washburnmarina.com

Outdoor Land Storage Rental License

=====

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

=====

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 LISENCE PROVISIONS:

Length overall of vessel: _____ Current Per Foot Fee: _____

Initial License Term: May 1st – October 31st Nov 1st – April 31st 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. Washburn Marina will notify you of the exact amount of the charge via the address we have on file for licensee. 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. 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. 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.

Section 4. USE & VESSEL STORAGE.

Land Storage is for listed vessel storage only. Additional property on premises is subject to additional licensing and fees. During the term of this License, the vessel shall not have a cover or any other equipment affixed to the vessel tied or secured to jack stands if used. Vessel shall not be plugged into electrical service overnight unless using a proper 30 amp or 50 amp shore power cord or while unattended overnight. Ancillary vessels, vehicles and equipment shall be contracted under separate license, fees apply.

Section 5. MARINA ACCESS.

The Marina shall have the right to access the vessel in case of emergency or for requested service work. In the event the Marina must remove Licensee's lock for access, the Marina will replace said lock with another lock at Licensee's cost.

Section 6. ASSIGNMENT & SUBLEASE.

The land storage space may be neither assigned nor sublet.

Section 7. TERMINATION/DEFAULT.

Either party may terminate this License on not less than 60 days written notice to the other party. This License will automatically terminate, all fees will be paid in full and the vessel removed from the property immediately. Default occurs if:

- a. The fee remains unpaid for 30 days after the start of the term, or
- b. Licensee fails to comply with any of the provisions of this License within 15 days after the Marina has given Licensee written notice to comply. The Marina shall give Licensee notice of its intention to terminate this License for non-compliance of any of the provisions of this License by sending a certified letter to Licensee's last known address. The 15 days will commence upon the date of the mailing of the letter.

In the event of default the Marina reserves all rights against the vessel and personally against the Owner for payment of all charges and to maintain possession of items related to the work order and/or vessel until all charges have been paid in full. Specifically, the provisions of Wisconsin Stat. 779.43 and 779.48 liens for keeper of marinas, et al, shall apply, along with the provisions of Wisconsin Statute Chapter 780, liens against vessels. Licensee will be responsible for any legal fees and other expenses incurred by the Marina in enforcing this License.

Section 8. HOLD HARMLESS.

The storage of Licensee's vessel on land of the Marina is solely at Licensee's own risk. Licensee hereby expressly assumes full responsibility for any and all damage to the vessel, any fixture of the vessel or any other part thereof, any item left or stored in the vessel, and the cradle, jack stands, or other devices used to store the vessel, and agrees and covenants to hold the Marina, its employees, and the City of Washburn harmless from any claim arising from any such damage or loss. Licensee also agrees to reimburse the Marina, its employees, and the City of Washburn for any and all legal fees and costs incurred by the Marina, its employees and the City of Washburn in defending any action arising from any loss or damage as set forth in this section.

The Licensee agrees to use the Marina and associated facilities at his/her sole risk and hereby assumes such risk. The Marina does not assume liability for the care, protection and security of any vessel and/or equipment. User agrees to make no claim against the Marina or the City of Washburn for any loss of property by theft or burglary or any accidental damage or injury to any person or property at the Marina caused by the elements or caused by the Marina or its employees, excepting gross negligence or willful misconduct. User shall indemnify and hold harmless the Marina and the City of Washburn from any claims, suits, actions, damages, liability or expense (including attorneys' fees) in connection with any injury or damage (unless due to the willful misconduct or gross negligence of the Marina.) suffered by the Licensee, or the Licensee's family members, agents, employees, guests, licensees, or invitees. **The Licensee agrees to maintain a minimum of \$500,000 liability insurance and adequate hull insurance on vessel and/or equipment stored and or moored at the Marina. In addition, the Licensee shall list Washburn Marina as additional insured on the vessel liability policy and shall provide to the Marina a current and active Certificate of Insurance showing same.**

Section 9. INSPECTION.

Licensee represents that the vessel is in safe and seaworthy condition and that it will be maintained in such a condition during the entire length of this License and any renewal of this License. Licensee agrees that the vessel is available to the Marina for inspection upon the request of the Marina. In the event the Licensee fails to make the vessel available for inspection within 5 days of written request being made by the Marina to Licensee's mailing address, email address, or at such other current address as Licensee may from time to time provide to the Marina, the Marina is hereby authorized to enter the vessel from the 6th day following the mailing date of the Marina's written request to enter the vessel.

Section 10. PERMITTED VESSEL MAINTENANCE AND OUTSIDE CONTRACTORS.

Licensee is permitted to perform routine maintenance on the vessel. All work must comply with the Marina's Environmental Best Management Practices, available in writing from the Marina. Any project affecting greater than 25 percent of the vessel's surface, and any project involving sanding/grinding of any of the vessel's surface, requires prior approval from the Marina. Licensee agrees that no outside contractor shall work on the vessel while it is at the Marina without obtaining prior approval from the Marina and signing the Outside Contractor's Policy license. Such contractors or vendors may obtain permission to work on vessels in the Marina subject to certain conditions, regulations, insurance requirements, and administrative surcharges, established by the Marina to protect the Marina and its customers.

By signing below, both parties agree to the terms and conditions of this two-page License.

Licensee Signature

Date

Washburn Marina Staff Signature

Date 2-19-2019