

POWER AND SAILBOAT USERS ONLY:

List all additional owners/users, addresses, phone numbers and email address. Additional Owners must be listed on all titles and DNR registration materials. Users must provide a copy of the watercraft's title and DNR registration to the Village by **April 1, 2010** if not previously provided or if new craft was purchased. The owner(s) name(s) on the title must be identical with the name(s) on the DNR registration and on the User contract for the 2010 season.

EMERGENCY CONTACT INFORMATION

** Emergency contact information is necessary for when there is no answer at primary owner's home, work or cell phone numbers. Emergency contact(s) must be someone other than the primary owner or spouse. The emergency contact must be able to deal with your boat in the event of a high water emergency, your boat has come loose from its mooring or there is a problem with your lift. Contract may not be honored if left blank.

Emergency Contact Name: _____ Phone Number: _____

Cell Phone (Alternate Number): _____ e-mail: _____
(please print clearly)

Emergency Contact Name: _____ Phone Number: _____

Cell Phone (Alternate Number): _____ e-mail: _____
(please print clearly)

It is expressly agreed that the Village of Shorewood Hills shall not be liable to User or User's guests for any loss, damage or injury to person or property by reason of occupancy and use of the premises covered by this agreement. The Village has the right to remove boats and equipment remaining in the area beyond the rental period and to receive payment from the User for all associated costs.

In WITNESS WHEREOF the parties have hereunto subscribed their names and have executed this AGREEMENT on the _____ day of _____, 20__.

User: _____ Village: _____

User: _____

† All Users must sign the agreement. Resident must be primary signature.

†† Contracts are not transferable.

EXHIBIT A
ADDITIONAL TERMS AND CONDITIONS

User Initial	The User and the Village agree to the following:
	1. The Village agrees to provide User a suitable waterfront facility.
	2. The Village shall maintain fire and public liability insurance to protect its own property and its operation of the facilities. Such insurance shall not cover the User's property or use of the waterfront facilities by the User, except as the User is a member of the public.
	3. The Village, in the event of high water or emergency, may require that boats be removed by the User. In the event that boats are not removed by the User, the Village may have them removed and require payment for the removal and storage.
	4. The User shall indemnify the Village for, and shall hold the Village harmless from and against, any loss, damage, injury, claim, or action that arises in connection with the User's occupancy or use of the facilities. The User shall hold the Village harmless for any loss, damage, injury, claim, or action the User or User's guests incurs or that accrues to the User or User's guests in connection with any action or omission of the Village or of the Village's agents or employees in connection with the facilities.
	5. The User and the Village agree that this contract is for the 2010 boating season (May 1 through October 15, weather permitting).
	6. Resident Users – Provided that User is a resident of the Village of Shorewood Hills (Resident User) and is not in default under this Agreement during the original term or any extension of this Agreement, the Resident User shall have the option to renew this agreement on an annual basis. Renewal shall be on the same terms and conditions as provided in this Agreement except as otherwise amended and except for the provisions regarding User cost and the renewal options contained in this provision. After March 1, 2010 a non-resident may not be bumped for the season if all fees are paid and contract is completed properly.
	7. Non-Resident Users – All Users who are not residents of the Village of Shorewood Hills (Non-Resident Users) agree to the above related provisions in Section 6 with the following exceptions: (a) all Non-Resident Users agree that Resident Users have first priority on all lift and mooring sites. The Village reserves the right to deny contract renewal of Non-Resident Users in order to accommodate Resident Users who are requesting lift and mooring sites. For the purposes of determining which Non-Resident contracts to renew, the Village will apply a "last in, first out" policy based upon seniority within each category of usage.
	8. If the User desires and with the explicit permission of the Village, the Village agrees to install User's boat lift in the waters at the Marina at the beginning of the boating season if the boat lift is located on the lands of the Village-owned Blackhawk Country Club.
	9. If the User desires and with the explicit permission of the Village, the Village agrees to remove User's boat lift from the waters serviced by the Marina and store at User's risk the boat lift of the User on lands of Village-owned Blackhawk Country Club at the end of the boating season. Unless otherwise agreed to by the Village, the User agrees to remove the lift by May 1st of the subsequent contract year if contract renewal has not occurred. If such lift is not removed by May 1st, the Village may proceed to remove and dispose of such lift without remuneration to the User. Unauthorized storage of lifts may result in the disposal or destruction of the lift by the Village.

EXHIBIT A
ADDITIONAL TERMS AND CONDITIONS

	10. The User shall not sublet the premises or any part of the premises, or assign this Agreement or any interest in this Agreement.
	11. The User further agrees to the following general conditions of use: a. Only those lifts that have been previously approved by the Village may be used at the Village Marina.
	b. Owners are required to place their lifts in serviceable condition prior to the current boating season. The Village reserves the right to make the final decision on whether a boat lift is serviceable and can be installed. If a lift is not installed because designated repairs have not been made, the owner shall pay full costs associated with late installation of the lift.
	c. Moorings purchased by User in years prior to 1990 are the property of the User. At such time the User wishes to have the mooring removed, User must notify the Village of his/her intentions. The Village will remove the User's mooring and return it to the User.
	d. New moorings purchased by the Village are the property of the Village as are the weights, chains and swivels. The Village will replace all moorings, weights, chains, and swivels, as needed.
	e. User agrees to register all water craft, in the Shorewood Hills Marina and McKenna Park locations, with the Wisconsin Department of Natural Resources and display the registration number in a visible location on each craft. Those smaller crafts not required to have DNR registration must have a Village ID tag attached which must be acquired at the Village Hall by April 1, 2010 .
	f. User is encouraged to use the "buddy system" to help minimize vandalism and report any vandalism or suspicious behavior to the Shorewood Hills Police Department.
	g. User agrees to participate in the Waterfront Cleanup and Work Day. Users will be notified of the Cleanup day. Exceptions will be made for Users with disabilities.
	h. User agrees to limit any mooring lines connected to Village mooring buoys to a total length of 10 feet. Total length includes Mendota hook, shackles, eye splices and any rubber snubbers.
	i. To prevent overcrowding, the Village must approve all "dinghies" to be stored at the Boat House.