

2020 MARINA AND McKENNA PARK USER AGREEMENT
TERMS AND CONDITIONS

CONTRACT, BOAT TITLE AND PAYMENT must be received by the Village by January 31, 2020 to guarantee your space. Any contract submitted after January 31, 2020 will be assessed a late fee of \$100 for motor boats/sailboats or \$25 for kayaks/canoes. Any contract submitted after February 15, 2020 will be assessed an additional late fee of another \$100 for motor boats/sailboats or an additional \$25 for kayaks/canoes. If withdrawing from the marina before April 15, 2020 the Village will refund 50% of fees paid. After April 15, 2020, no money will be returned. Any users who informs the village that they will not return to the marina is deemed a withdrawal. The village/marina reserves the right to re-rent the original space of the member who withdrew without refunding any of the money to the original user. No subleasing is allowed nor does the original member retain any property rights to the vacated space. Users agree to abide by all of the terms and conditions of this contract. User's failure to complete the entire contract may result in cancellation of the contract by the Village.

IMPORTANT: 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 CONTRACT. The Village has the right to remove boats and equipment remaining in the area beyond the contract period and receive payment from the User for all associated costs.

1. The Village agrees to provide User a suitable waterfront facility.
2. 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.
3. In the event that the marina opens later than the opening date or closes before the closing date the village is under no obligation to refund any money to the user.
4. At the discretion of the village, any boatlift may be moved to any other marina slip. Although input is appreciated, this decision solely rests with the village/marina.
5. 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.
6. Any locker rented for the previous season but not renewed for the current season must be vacated by May 1st. If not vacated by May 1st the locker will be deemed to have been rented for the season and the entire fee will be charged.

7. MARINA MEMBERS CAN BE HELD LIABLE FOR ANY DAMAGE CAUSED TO THE MARINA PIERS BY MEMBERS OR THEIR AGENTS. All boats must be raised to the highest lift position at all times. Never tie any boats to the pier and never place any blocks of wood between the pier and the lift.

8. The User and the Village agree that this contract is for the 2020 boating season (May 15 through October 15, weather permitting).

9. Resident Users - Provided that User is a resident of the Village of Shorewood Hills (Resident User) and is not in default under this contract during the original term or any extension of this contract, the Resident User shall have the option to renew this contract on an annual basis. Renewal shall be on the same terms and conditions as provided in this contract except for the provisions regarding User cost and the renewal options contained in this provision.

10. If any village resident becomes a nonresident during the boating season, fees for the remainder of the season will be prorated to reflect the change in status.

11. 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 7 with the following exceptions (a) Residents have first priority to any openings at the marina when a slip or mooring is vacated. This means that non-residents can only enter the marina if there are no residents that want the open spot. If there is an opening for a slip or mooring, all residents on the waiting list will be contacted, in waitlist order, before the opening is filled.

12. 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.

13. Only member lifts which are currently located in the marina will be stored on village property.

14. 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. **THE USER ACCEPTS ALL RISK TO BOAT LIFTS THAT ARE STORED ON VILLAGE LAND AND AGREES THAT THE VILLAGE ASSUMES NO LIABILITY CONCERNING DAMAGE TO THE STORED LIFTS.** 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.

15. If by any act of nature such as a falling tree or any other damage including fire results in damage to boats or other property stored in marina buildings, the signer of this contract assumes all responsibility for said damage and absolves the village/marina of any financial responsibility.

16. All powerboats and sailboats must be removed by midnight on the closing date of October 15, 2020. ANY BOATS THAT REMAIN IN THE MARINA AFTER THAT TIME, WILL BE ASSESSED A \$100.00 PENALTY. By the takeout date, each lift must be raised to the top position. ANY LIFTS NOT RAISED TO THE TOP POSITION WILL BE ASSESSED A \$50.00 PENALTY. These penalties must be paid prior to renewal of the next year's contract.

17. AS A RESULT OF EXTENSIVE STORM DAMAGE TO PIERS IN 2016, ALL BOATS ON LIFTS MUST BE RAISED TO THE HIGHEST LIFT POSITION AT ALL TIMES. Any boat failing to comply with this requirement will be assessed a \$100 penalty. Any boat not following this requirement and subsequently deemed responsible for damage to piers or other boats agrees to pay associated costs of damages.

18. NO USER MAY SUBLEASE THEIR SPOT IN THE MARINA. Only boats registered with the Village under this contract are allowed on boathouse racks, slips and moorings. Anyone in violation of this requirement will be asked to leave the marina.

19. NO KAYAKS AND CANOES in the boathouse can extend into the aisle beyond the ends of the racks where the boat touches the rack. If your boat extends beyond the ends of the racks, you need to remove one of the boats or rent two racks.

20. The owner 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. EVERY LIFT THAT IS INSTALLED IN THE MARINA MUST BE INSTALLED BY THE VILLAGE'S PROVIDER WHO WILL CHECK AND INSPECT EACH LIFT TO DETERMINE IF IT MEETS SAFETY REQUIREMENTS. Any lift deemed unsafe will not be installed. Lifts may be purchased or repaired by any provider but must be installed and inspected by the Village's contractor, who at the present time is Deano Docks. If a lift is not deemed safe, it will not be installed.

b. Owners are required to place their lifts in serviceable condition as outlined in (a) prior to the current boating season. The Village reserves the right to make the final decision on whether a boatlift 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. As of the 2014 season only canopy frames and covers (grey & green only) made by Shore Station (no longer than 26 feet) will be stored on site as part of user fees. Any canopy frames that are not Shore Station or are longer than 26 feet will have to pay Deano Docks for removal and off site storage. Ten feet is the maximum width for any frames. Canopy frames already in the marina prior to the 2014 season are not affected by this rule.

d. As of the 2018 season, only Bulmann hydraulic lifts approved by our contractor, who at this time is Deano Docks, will be allowed in the marina. No Ultra Glides or Ultimate Glides are allowed on any Bulmann lifts or any other lift.

e. 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.

f. User agrees to register all watercraft, 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 that will be provided by the Village's Waterfront Committee.

g. All auxiliary items on lifts (with the exception of lift motors) must come off at the end of the year before the lifts are moved. This includes but is not limited to all antennas, solar panels, utility boxes, battery boxes, and batteries. Any swinging arms must be tied down and secured. Any items not removed will be removed by the Village's contractor and charged to the user. The User assumes all responsibility for unremoved auxiliary items and absolves the Village of any liability for damage or loss of said items.

h. 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 (267-1110).

i. User agrees to participate in the Waterfront Cleanup and Work Day. Users will be notified of the Cleanup and Work Day by e-mail. Exceptions will be made for Users with disabilities.

j. 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.

k. As of 2014 all future dinghies in the boathouse must be no larger than 8'6" by 4'5". All dinghies must stand up in dinghy-designated locations.

l. The Marina strongly encourages members to use their slips and moorings, and reserves the right to ask members who are not using their paid spaces to vacate them the following year so the spaces can be used by a new member.

[END]