

# River City Marina

RIVER CITY MARINA  
230 N Milwaukee St  
Waterford, WI 53185

Owner: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell/Bus. Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Make / Model & Year of Vessel: \_\_\_\_\_ Length: \_\_\_\_\_

Insurance Policy # \_\_\_\_\_ Agent# \_\_\_\_\_ Vessel Reg# WS \_\_\_\_\_

## **IN & OUT RENTAL CONDITIONS 2021**

### ***THIS LEASE IS MADE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:***

- Owner listed above, hereafter referred to as Lessee, requests River City Marina, herein referred to as River City Marina, to rent space for the above described Vessel at the River City Marina facility for the rental season. Lessee agrees to pay as rental for dry storage which shall permit the lessee the exclusive right from May 1st 2021, and end Oct 1st 2021. We do offer limited late season slips for boaters at an additional weekly charge of \$50.00. Ask us if interested**
- Deposits and payments are non-refundable. In the event of a cancellation, on Lessee's part, Lesser will make reasonable effort to locate a replacement Lessee, if one cannot be found current Lessee will not be entitled to a refund. If another Lessee is located, the original Lessee will receive a prorated refund, minus a \$75.00 processing fee. Refund will be calculated based on start and end dates listed in paragraph 1 above. Cancellation of lease prior to start of lease period does not entitle lessee to a refund except as detailed
- River City Marina reserves the right to terminate the lease at any time for any reason and Lessee agrees to remove the Vessel from the dock/slip within five (5) days from receipt of such notice of termination. River City Marina agrees to refund the part of the rental, which the Lessee has paid for. The balance of the rental season will be computed on a prorated basis, after deducting such costs and expenses as may be incurred by River City Marina which are to be paid by the Lessee as herein provided. In the event the Lessee fails to remove the Vessel as herein provided, River City Marina, or its agents, may take possession of the vessel and cause it to be removed for storage at such place as may be convenient to River City Marina. Lessee hereby appoints River City Marina as its duly authorized agent with complete Power of Attorney to remove the Vessel or cause it to be stored as herein provided, The Lessee agrees to pay all costs and expenses incurred by River City Marina in removing the vessel and causing it to be stored and all expenses, including attorney's fees, in collecting such costs and expenses from the Lessee.
- Minimum 12 Hours advance notice (MANDATORY) on weekends / 4 hours' weekdays** to have boat prepped for launch if using full-service launch from one of our employees. Boats out after normal store hours can only be parked at assigned spots to

be pulled out from the water the next day and parked in back. Please make sure we have a copy of your key or you leave a key hidden in the boat for us to pull and launch your boat for you. No boats left in the water over the weekend. We do not have the Dock Space. Boats should be covered by the owner when finished boating for the day.

5. Neither River City Marina nor its agents shall be liable for damages to the Lessee, it's agents, servants or guests, or any other person claiming through Lessee, for injury to person or damages to or a loss of property wherever located from any cause or for damage claimed for removal of the Vessel as herein provided or for eviction, actual or constructive. This provision includes particularly, but not exclusively, all claims arising from rain damage, unlocked Vessels, storms, vandalism and other 'acts of God'. Lessee shall furnish proof of insurance for their vessel to River City Marina.
6. Lessee agrees to hold River City Marina harmless from any claims or liabilities arising out of any occurrences as a result of this agreement. River City Marina is not responsible for loss of damage to Vessel, contents, or equipment. River City Marina is not liable for any acts of God which prevent fulfillment of this contract, these include but are not limited to: flooding, drought, storms, etc. River City Marina is not liable for losses due to electric power failure.
7. Only the One Vessel listed in the rental contract shall be the Vessel for dry storage. Dry storage slips are non-transferable to any party other than the one listed as the Vessel owner and Lessee unless River City Marina authorizes
8. River City Marina reserves the right to use any vacant spot on a transient basis.
9. If maintenance requires it, River City Marina reserves the right to move the Vessel within the facility
10. No outside contractor or labor for hire may be used on the premises of River City Marina without permission from the owner. Outside contracts must submit a certificate of insurance and workmen's compensation before permission will be considered.
11. If Lessee fails to pay for any work, labor and materials supplied, as Lessees request, River City Marina shall have lien rights on the Vessel, motor, and equipment, and may (but need not) sell the Vessel, motor, and equipment at public sale to highest bidder for cash and shall, after deducting from the proceeds of sale all it charges and expenses of sale, including reasonable attorney's fees, render the surplus, if any, to Lessee.
12. Lessee shall be responsible for any and all damages done to the property, guests, customer's agents, servants, and other Lessees of River City Marina by the Lessee, its agents, pets, servants, guests or any person on the premises because of the Lessee.
13. No advertising signs, including *For Sale* signs shall be placed on Vessel's or property in the Marina without permission of River City Marina.
14. No swimming is permitted within the Marina or its channels.
15. Pets are to be kept on board or on a leash. It is the Lessees responsibility to pick up immediately after their animal.
17. Lessee shall maintain open and clear pathways on the docks at all times. This includes boat covers, poles, anchors, etc. No fixtures or improvements may be attached to the docks without prior written permission of River City Marina.
18. Lessee agrees to comply with all rules and regulations established by River City Marina.
19. Lessee agrees to furnish River City Marina with a copy of Insurance before boat is used / dropped off. Mandatory

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Lessee's Signature

Date

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River City Marina Representative

Date