

Saxon Harbor Tenant Rules and Regulations

General:

1. The use of Saxon Harbor and its docking facilities is governed by federal, state, and county statutes, ordinances, rules and regulations. Users of these are expected to be familiar with such as may be applicable and act in conformity with them.
2. Saxon Harbor rules and regulations are enforced by the Harbor Master, Forestry Department, County Forestry Committee, and the Corporation Counsel. Violations of these rules can result in revocation of Saxon Harbor privileges. Issuance of a slip rental permit is conditional upon compliance with these ordinances, rules and regulations.

Slip Rental: Annual Permits

1. Slips shall be rented on an annual basis. The fees as established for each year shall be payable in advance before occupancy, and must be paid in full by April 1st of each year. Initial deposits must be remanded to the Forestry Dept. with the Slip Application. Failure to make timely payments may result in the loss of your rental permit.
2. Application for slip rentals shall be submitted in writing to: Iron County Forestry Department., 607 3rd Avenue North, Suite 2, Hurley, WI 54534, on forms provided.
3. Provided a current Saxon Harbor tenant is not in violation of any applicable rules or county ordinances he/she shall be eligible to renew his/her slip rental for the subsequent year. Renewal applications shall be sent to the address shown on the last prior application or such other address furnished in writing to the Forestry Department prior to the renewal mailing. Failure to renew on time may result in loss of your slip.
4. Slip permits shall be issued to a specific individual owner or lessee of a vessel for a specific slip. Only the vessel listed on the permit may use the slip assigned unless a different vessel has been authorized under these rules. Applications from corporate, partnership or other entities shall not be accepted unless a responsible person is designated on the permit application.
5. In the event tenants desire to exchange assigned slips, such a request shall be submitted for approval in writing to the Harbor Master.
6. No slip tenant may use his or her vessel as a public carrier or charter within Saxon Harbor unless he/she first notifies the Harbor Master of his/her intention to do so.
7. A waiting list of slip applicants shall be kept by the Harbor Master and available for inspection at the Iron County Forestry Office and such place shall be designated by the contracted caretaker and approved by the Harbor Master. Such a list shall be maintained in categories based on slip size. Priority of application on the list shall be determined by the date such application is filed.

8. When assignment of a slip is made during a lease year from the waiting list, the rental shall be payable in advance before occupancy based on the following schedule:

Prior to July 1:	100%
July 1 – July 31:	80%
August 1 - August 31:	60%
Sept 1 - Sept 30:	40%
Oct 1 and thereafter:	20%

9. When a current tenant desires to relinquish his/her slip in favor of a slip of a different size, he/she shall have priority over non-tenants. The Harbor Master shall maintain a list of current tenants desiring to exercise this option. Seniority of *request* and availability of slips shall apply.

10. Slips shall not be occupied prior to dock installation. Slips shall not be occupied after October 15. Violation renders the tenant subject to non-renewal of slip lease, revocation of slip permit and a penalty of \$25.00 per day for the first day of violation and \$2.50 per day for each subsequent day of violation, until the boat is removed.

11. Each tenant shall notify the Boating Club when his/her slip will be vacant for more than 24 hours. The Forestry Department reserves the right to rent this slip as a transient slip during the period of absence. When a slip has been left vacant for 24 consecutive hours, without notice, such slip may be rented as a transient slip as of 3:00 PM following such period of time.

12. Refunds of slip rentals fees will not be made unless the slip is leased without interruption for the balance of the year. Refunds will be made pursuant to the following schedule, based upon date of lease with subsequent tenant:

Prior to July 1:	80%
July 1 – July 31:	60%
August 1 - August 31:	40%
Sept 1 - Sept 30:	20%
Oct 1 and thereafter:	0%

13. With the exception of the provisions of Paragraphs 14 and 16, below, LEASE OF A SLIP IN SAXON HARBOR IS NON-TRANSFERABLE AND ANY SUBLEASE OR ASSIGNMENT OF ANY NATURE WHATSOEVER SHALL BE CONSIDERED AN ABSOLUTE BREACH.

14. Transfer of ownership in a tenant vessel to anyone other than a current spouse or child as described in Rule 15, below, shall be treated as a sale of the vessel and result in termination of the lease, with regard to that vessel and the new owner thereof, at the end of the term. A seller of a tenant vessel may retain his/her slip if, during the same lease term in which said vessel was conveyed, seller owns a replacement vessel, provided ownership of said vessel is identical to the ownership of the vessel that was conveyed. If the replacement vessel is not placed in the subject slip within the first month of the lease term following the lease term in which the predecessor vessel was sold or conveyed, the slip shall be deemed forfeited.

15. Sale or other conveyance of a vessel during the permit year will authorize the new owner to occupy the slip for the remainder of the year only. Priority as a tenant on any waiting list is not established by such occupancy. Transfer of any percentage of ownership in a boat, or of a corporate entity having an ownership

interest in a boat, unless said transfer is to a person having an ownership interest (evidenced by title documentation) at the time the slip permit was issued for the year in which the conveyance took place, shall be considered a transfer to a new owner.

16. In the event of the death of a slip permit tenant and the transfer of the permitted boat to the deceased tenant's spouse or child, the associated slip permit may be transferred without cost to that spouse or a child or children of the deceased.
17. Each tenant agrees to have his/her boat properly insured and shall provide proof of liability insurance in an amount of not less than \$100,000.00 per occasion, covering any user or occupant of permitted vessel. Said proof of insurance policy shall be provided to the Forestry Department before the vessel is placed into the Saxon Harbor slip. Issuance of the permit and continued tenancy is conditioned on filing such proof of insurance. Tenants will be held responsible for damage they or their agents may cause to other boats in the harbor or to the structure of facilities thereof.
18. All slip rental tenants and slip applicants shall notify the Forestry Department of any change in address or telephone number, in writing, within ten (10) days of the change. The Department shall not be responsible for tenants or slip applicants not receiving information in a timely manner or losing permit rights due to incorrect tenant or applicant addresses or telephone numbers.
19. All boats must be registered and equipped as required by law, and maintained in a neat and seaworthy condition, capable of operating under their own power.
20. In the event that a vessel becomes unsafe or unseaworthy, the slip permit may be revoked by the Harbor Master or Forestry Committee. The Harbor Master shall give written notice to the slip tenant of those items which render the vessel unsafe or unseaworthy. The tenant shall complete repairs or refurbishing within twenty (20) days or such permit may be revoked by the Forestry Committee after such hearing as is set forth herein. Any vessel found unsafe or unseaworthy by the Forestry Committee shall be removed within twenty (20) days of such decision. Failure to comply with this provision shall authorize the Forestry Committee and/or Harbor Master to do so and charge the cost of removal and storage to the owner or lessee. No vessel shall be operated by a slip tenant or his or her agent after a determination by the Forestry Committee that the vessel is unsafe or unseaworthy.
21. The Harbor Master and his designees reserve the right to relocate any boat to another slip as vacancies occur should that boat be occupying a slip that is longer than required.
22. The Harbor Master and his designees reserve the right to relocate boats to other slips or deny slip lease if, in his judgment, a boat is inappropriate for a certain slip because of width, draft, length or maneuverability.
23. The Iron County Forestry Department and the contracted caretaker may move any boat docked in Saxon Harbor, due to inclement weather, safety considerations, construction or repairs to the dock or other facilities.
24. If the Saxon Harbor facilities, or any part thereof, are damaged to such extent that, in the sole discretion of the Iron County Forestry Committee, it is unreasonable or impractical for the Forestry Department or Iron County to provide a slip for use by a tenant, then the County and the County's Forestry Department shall be

excused from providing a slip. In such event, any paid permit fees shall be returned pro-rata, pursuant to the schedule set forth in Paragraph 12, herein.

Slip Rentals: Transients

25. Transient slip rentals are available on a nightly or weekly basis, upon application to the Boating Club or Harbor Master and pre-payment of the fee established by the Forestry Committee.
26. Transient slip tenants shall be governed by all rules and regulations of Saxon Harbor, including the Rules of Personal Conduct, set forth below.
27. Non-tenant vessels not intending a stay of at least overnight may dock at the Saxon Harbor facilities for a brief time to obtain fuel or other supplies, or to escape inclement weather. These vessels shall temporarily dock at those sites designated by the Harbor Master or the contracted caretaker for such reasonable time as the Harbor Master or the contracted caretaker may determine. No charge shall be made unless the boat stays overnight.

Rules of Personal Conduct

28. All vessels shall be moored in only those areas assigned to them. The Harbor Master and his designees are authorized to require temporary removal of the vessel from an assigned area in the event of an emergency or to improve conditions. Under these conditions and circumstances, the Harbor Master or his designee may move such a vessel without prior approval of the vessel operator. (See also, paragraphs 21 and 22).
29. Vessels shall be properly secured when occupying a slip. The Harbor Master has the authority to correct any non-conformance with this rule and assess reasonable costs incurred.
30. Vessels under tow shall have the right-of-way.
31. Saxon Harbor is a "No Wake" zone. All vessels entering or leaving or traveling within Saxon Harbor must refrain from creating a wake.
32. Fishing shall not interfere with boat traffic.
33. Swimming and diving shall not be permitted from the docks or finger piers. Swimming shall not interfere with harbor traffic.
34. Only one dinghy per vessel shall be permitted. No other boats, scows, floats or crafts belonging to slip tenants, other than those ordinarily carried on board or connected with the tenant's vessel, shall be tied in the tenant's slip.
35. Operation of generators in Saxon Harbor shall not be permitted between 10:00 pm and 6:00 am unless expressly authorized by the Harbor Master.
36. There shall be no modification of docks or dock hardware without prior approval by the Harbor Master or the Forestry Committee.

37. Clean-up following maintenance or repairs of a boat shall be the responsibility of the tenant leasing the slip in which the said boat is moored. Any damage to the dock or any other harbor facilities resulting from maintenance or repairs of a boat, and any clean-up necessitated by a tenant's failure to restore the harbor facilities to a clean and undamaged condition following maintenance or repairs to a boat, shall be paid for by the tenant prior to the issuance of a slip permit for the following year.
38. No refuse, paint or sandblast materials shall be allowed to enter Saxon Harbor waters. A dumpster will be provided by the Forestry Department. Depositing of oil, batteries, paint or other toxic materials is strictly prohibited.
39. Tenants shall not place dock steps, supplies, materials or debris in any dock nor shall they construct thereon any lockers, chests, dock steps or cabinets without written consent of the Harbor Master or Forestry Committee. Any permitted objects must be temporary and are required to be removed by October 15. The Harbor Master or Forestry Department are not responsible for any damages to permitted objects.
40. No charcoal or open fires shall be permitted within the confines of Saxon Harbor except in designated areas.
41. Smoking is not permitted in gas fill area.
42. There shall be no fueling of boats at Tenant or Transient slips. All fueling operations will be conducted at the gas dock utilizing Saxon Harbor fuel and personnel. If no personnel are available, or if diesel fuel is needed for refueling, fuel may be carried in an appropriate portable container to the gas fill area and poured into the fuel tank of a vessel.
43. Dogs and cats are permitted, provided they do not disturb others, and have all required vaccinations and are kept on a leash not exceeding six (6) feet in length when off the vessel. Pet waste must be cleaned up immediately by owner.
44. Children shall be supervised by parents or tenants at all times.
45. No bicycles or motor vehicles shall be permitted on the docks or adjacent areas.
46. Washing clothing in Saxon Harbor is prohibited. Hanging of clothing or laundry on docks or County property is prohibited.
47. Disorderly conduct is not permitted. Tenants shall not unreasonably annoy, disturb or interfere with the rights or privileges of other tenants. Tenants and guests for whom tenant is responsible agree to conduct themselves at all times when within the confines of Saxon Harbor, or on any boat docked therein, so as to create no annoyance, hazard or nuisance to the Harbor or other tenants.
48. Tenants of Saxon Harbor shall be responsible for the conduct of all persons visiting or occupying the tenant's vessel. Conduct interfering with the use of the Harbor or its facilities by others is not permitted. The Harbor Master is authorized to maintain reasonable standards of conduct and shall report violation of such standards to the Forestry Committee.

49. Radios, stereos, television and other electronic or mechanical sound devices shall be kept at a volume that does not disturb other users of Saxon Harbor.
50. Tenants may provide the contracted caretaker with a plainly labeled set of main door and ignition keys to be used in the event of an emergency.
51. Iron County and the contracted caretaker assume no responsibility for the safety of any vessel stored or kept in Saxon Harbor and will not be liable for fire, theft, sinking or damage to any said vessel, its equipment or any property in or on said vessel, however arising. Further, Iron County and the contracted caretaker shall not be liable for any loss of property by theft, burglary or otherwise from said slips or dockage space of from any tenant's boat, nor shall Iron County or the contracted caretaker be liable for any damage or injury to any person or property in and about Saxon Harbor, including the slips and dockage space, that may be caused by the elements, by Iron County or contracted caretaker, employees or personnel or members, by tenant guests and invitees or by any other cause whatsoever, and the tenant hereby covenants and agrees to make no claim for such loss, damage or injury at any time against Iron County or the contracted caretaker or any officer, employee, designee, or member of either, and covenants and agrees to indemnify and hold harmless Iron County and the contracted caretaker therefrom.
52. The Tenant agrees to observe all additional regulations posted in the Harbor Master's Area.
53. Should the Harbor Master or Iron County fail to insist upon strict compliance with the rules and regulations set forth herein it shall not be deemed a waiver of the right to insist upon strict compliance in the future. Waiver of any conditions shall not be deemed to be a continuing waiver.
54. Slip rental shall be in strict accordance with the rules and provisions set forth herein, and if Tenant breaches or violates any provision herein, then Iron County shall have the right, after ten (10) days written notice to Tenant at the address of Tenant reflected on the lease herein, to declare the balance of this lease terminated. In that event, any possible reimbursement for docking fees shall be forfeited as liquidated damages to Iron County.

Enforcement of Rules & Regulations

The Harbor Master and his/her assigns, including the Iron County Recreational Enforcement Officer, are responsible for enforcing the foregoing rules and regulations. The Iron County Forestry Committee, which oversees Saxon Harbor, has established procedures for hearings on all allegation of violations of the rules contained herein.

In addition to and independent of any law enforcement action that may be taken, those accused of violating one or more of the rules and/or regulations contained herein shall be served by the Harbor Master or his or her designee, via personal service or certified mail, return receipt requested, with written notice of the allegations, and the specific rule(s) allegedly violated. Notices served via mail shall be sent to the address provided by tenant on the Slip Application remanded by tenant in and for the year in which the alleged rule violation took place, or to such other address as tenant may provide.

The Iron County Forestry Committee shall hold a public hearing on such violation no less than ten (10) nor more than thirty (30) days thereafter. The Harbor Master, with the assistance of the Iron County Corporation

Counsel, shall present such pertinent information regarding the alleged violation as is within his or her knowledge. The alleged violator may respond thereto with information or explanation within his or her knowledge. Any interested party will then be heard. Written finding and a decision will be rendered within 10 days.

As a condition of the acceptance of the slip permit, tenant agrees that any violation of these rules may result in reassignment of a slip, temporary removal of tenant's vessel, or forfeiture of his or her slip tenancy. No refunds of any fee shall be made in any event. Conviction of a violation of any ordinance applicable to the contents herein shall result in a hearing under this section and may result in suspension or forfeiture of slip rental privilege.

The County of Iron, for itself, and its agents, officers, employees, and assigns, hereby disclaims any liability or legal responsibility for injury or damage to person or property resulting from acts or activities other than by its own agents or employees. By use of the Saxon Harbor facilities or acceptance of slip rental privileges the users of these facilities acknowledge receipt of notice of this disclaimer.

The rules and regulations and ordinances of the County of Iron pertaining to Saxon Harbor and its facilities may be altered or amended at any time without notice. Users of these facilities may obtain up-to-date information from Office of the Iron County Clerk, Iron County Courthouse, 300 Taconite Street, Hurley, Wisconsin 54534 or the Iron County Forestry Office, 607 3rd Avenue North, Suite 2, Hurley, Wisconsin 54534.

Saxon Harbor Rules and Regulations

Waiting List Information

1. A waiting list of slip applicants shall be kept by the Harbor Master and available for inspection at the Iron County Forestry Office and such place shall be designated by the contracted caretaker and approved by the Harbor Master. Such a list shall be maintained in categories based on slip size.
2. Slip permits shall be issued to a specific individual owner or lessee of a vessel for a specific slip. Only the vessel listed on the permit may use the slip assigned unless a different vessel has been authorized under these rules. Application from corporate, partnership or other entities shall not be accepted unless a responsible person is designated on the permit application.
3. All slip assignments at Saxon Harbor shall be made pursuant to the waiting list, in strict chronological order of receipt of application.
4. If there are no slips available when an individual makes an application, then that individual's application shall be placed at the bottom of the waiting list, which is open for public inspection.
5. If an individual is offered a slip and refuses to accept same, his/her name shall be placed on the bottom of the waiting list.
6. If a boat is inappropriate for a certain slip because of width, draft, length or maneuverability, the next name on the list may be selected. In that event, the name bypassed shall be offered the next available slip.
7. Consideration will be given to individual with disabilities or physical impairments when assigning appropriate slips. NOTE: Operator inexperience is not a valid reason for special consideration.
8. When assignment of a slip is made during a lease year from the waiting list, the rental shall be payable in advance before occupancy based on the following schedule:

Prior to July 1:	100%
July 1 – July 31:	80%
August 1 - August 31:	60%
Sept 1 - Sept 30:	40%
Oct 1 and thereafter:	20%
9. When a current tenant desires to relinquish his/her slip in favor of a slip of a different size, he/she shall have priority over non-tenants. The Harbor Master shall maintain a list of current tenants desiring to exercise this option. Seniority of *request* and availability of slips shall apply.
10. All slip applicants shall notify the Forestry Department of any change in address or telephone number, in writing, within ten (10) day of the change. The Department shall not be responsible for slip applicants not receiving information in a timely manner or losing permit rights due to incorrect applicant addresses or telephone numbers.