



## 2017 Seasonal Dockage Contract

Will \_\_\_\_ Will Not \_\_\_\_ Be Returning / New \_\_\_\_

P.O. Box 755, Bayfield, WI 54814 Tel. 715-779-5661

PLEASE provide all pertinent information.

Tenant \_\_\_\_\_  
 Spouse / Partner \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
 Home Phone \_\_\_\_\_  
 Work Phone \_\_\_\_\_  
 Cell Phone \_\_\_\_\_  
 Email \_\_\_\_\_

Boat Name \_\_\_\_\_  
 Make & Model \_\_\_\_\_  
 Length (LOA) \_\_\_\_\_ Beam \_\_\_\_\_ Sail \_\_\_\_\_ Pwr \_\_\_\_\_  
Length over all includes swim platforms, davits, pulpits, etc.  
 Estimated Market Value \$ \_\_\_\_\_  
For our Insurance purposes only  
**PLEASE PROVIDE MARINA with BOAT COMBINATION OR KEY**  
 COMBO \_\_\_\_\_ or Key (please provide) \_\_\_\_\_  
 SLIP \_\_\_\_\_

The undersigned boat owner (Tenant) hereby rents a slip at APOSTLE ISLANDS MARINA (Marina) in Bayfield, WI for the 2017 season. The 2017 Seasonal Dockage rates are:

A & B docks	\$2,090.00	\$83.60 / ft over 25'	D dock south	\$3,955.00	\$98.88 / ft over 40'	E dock side tie	\$3,350.00	\$95.71 / ft over 35'
C dock south	\$2,360.00	\$94.40 / ft over 25'	D dock north	\$3,370.00	\$96.29 / ft. over 35'	E dock side 50	\$3400.00	\$97.14 / ft over 35'
C dock north	\$3,955.00	\$98.88 / ft over 40'	D dock side tie	\$3,225.00	\$92.14 / ft over 35'	H dock side tie	\$2790.00	\$93.00 / ft over 30'

In consideration of the payment of dockage fees, Marina shall provide a slip to Tenant for a period commencing May 1<sup>st</sup> and terminating October 31 of such year. All dockage fees must be paid in full by May 1, or when boat occupies slip, whichever occurs first. A \$750.00 non-refundable deposit along with a current account balance will hold your slip for the 2017 season. This is due by Jan 1, 2017.

- ASSIGNMENT:** Marina reserves the right to assign and, if necessary, re-assign all slip assignments at its sole discretion. This is purely a rental for a specific term and there is no guarantee beyond that term.
- INSURANCE REQUIREMENTS:** Tenant hereby agrees to have vessel insured with liability and property insurance, and shall provide Marina with proof thereof.
- DAMAGE TO PROPERTY OF OTHERS:** Tenant assumes full responsibility for damage done by Tenant, his agents or invitees to Marina facilities or the property of others.
- LOSS TO BOAT OR CONTENTS:** Tenant acknowledges that any loss or damage to the boat or contents is and shall remain the sole responsibility of Tenant, including, but not limited to, vandalism, malicious mischief, fire, theft or storm damage. Accordingly, Tenant shall provide their own insurance for losses. Tenant hereby releases any and all claims against Marina with respect to loss or damage to such boat or its contents.
- MARINA RULES:** Tenant agrees to comply with the rules and regulations of the Marina set forth on the reverse side of this Agreement. Marina reserves the right to amend or add to the rules and regulations by posting in the dock office.
- NO WAIVER:** Should Marina fail to insist upon strict compliance of the rules and regulations it shall not be deemed a waiver of the right to insist upon strict compliance in the future.
- DESTRUCTION:** If the Marina facilities are damaged to such extent that it is unreasonable or impractical for Marina to provide a slip for use by Tenant; then Marina shall be excused from providing a slip. In such event, any paid dockage fees shall be returned pro-rata.
- PAYMENT:** Payment for invoices is due upon receipt. In the event payment in full is not made within 30 days of the monthly billing date, pursuant to the provisions of the Wisconsin Consumer Credit Act, Apostle Islands Marina, shall treat this transaction as an open-end consumer credit transaction. In the event the entire unpaid balance is not paid within 30 days of the monthly billing date, The Tenant / Owner is informed as follows:
  - ANNUAL PERCENTAGE RATE: A finance charge of 1.5% per month on the unpaid balance due, not paid within 30 days of the monthly billing date, will be assessed.
  - A \$10.00 minimum finance charge will be assessed on any balances due not paid within 30 days of the monthly billing cycle.
  - No annual fee will be imposed by Apostle Islands Marina.
  - No other charges or fees will be imposed by Apostle Islands Marina, for offering this open-ended credit plan.
- APOSTLE ISLANDS MARINA** reserves all rights against the vessel and personally against the Owner / Tenant for payment of all charges and to maintain possession of items related to the vessel until all charges have been paid in full. Specifically, the provisions of Wisconsin Statute 779.43, liens for keeper of marinas, et al, along with the provisions of Wisconsin Statute Chapter 780, liens against vessels, shall apply.
- COMPLIANCE:** Tenant agrees that if Tenant breaches the conditions of this agreement or the rules and regulations of the Marina, or if Tenant fails to pay any sum payable herein or under any other contract payable with the Marina then, (i) Marina may evict Tenant with no reimbursement of monies paid; (ii) Tenant shall be liable for any and all reasonable attorneys fees and costs incurred in the collection thereof.

Tenant affirms that he/she/they have received, read and understand the terms stated above; along with the rules and regulations stated on the reverse side.

By Tenant \_\_\_\_\_ Partner / Spouse(If Applicable) \_\_\_\_\_  
 Date \_\_\_\_\_

## Rules and Regulations Governing Use of Apostle Islands Marina

The word "Marina" is used here to indicate any person authorized to represent the operators of Apostle Islands Marina. The word "Tenant" is used to indicate the Owner, Partner(s), Agent(s), or Invitee(s) of vessel included in this agreement.

1. Seasonal dockage rates include slip rental, water, (1) 30 Amp electrical, shower / bathroom privileges, and WiFi use. Tenants using more than (1) 30 Amp receptacle or using AC will be charged an additional \$125.00 / season at the discretion of Marina.
2. While at the Marina, Tenant agrees to abide by all boating regulations of the United States, State of Wisconsin, and City of Bayfield, Wisconsin, and such rules of Marina as may be established hereafter.
3. All boats must be registered and equipped as required by law; maintained in a neat and seaworthy condition, capable of operating under their own power. Marina reserves the right to inspect boats for proper maintenance of aforementioned items.
3. The Tenant agrees to have boat insured by marine coverage including liability insurance.
4. Tenant may not sublet nor does it have the right to allow the slip assigned in the contract to be used by any other than the Tenant. Tenant further agrees that should it sell or part with possession of the boat, that the new owner or possessor has no right to the slip assigned. No slip fees will be refunded, and the Marina has the right to re-rent slip. When Marina is notified of Tenants' vacancy, Marina will credit the account of Tenant \$5.00 (on the October statement) per night slip is rented to a visitor. It is understood and agreed that Marina shall have the right to rent slips when not in use by Tenant.
5. Marina expects dockage customers to use Apostle Islands Marina for Winter Storage services, if those services are needed. Dockage customers using other marinas for Winter Storage may not be renewed dockage. Waivers will be dealt with on a case by case basis.
6. Alterations or additions to docks, slips, or other facilities may only be done with Marina's written permission. Dock boxes must be built to specs provided by the Marina. Gear is not to be stored on dock unless in dock box, including dinghies. No flammable liquids shall be stored in the dock box.
7. The extent of boat repairs and maintenance permitted at dockside or in the yard is at the discretion of the Marina. Maintenance projects shall be done in accordance with the Clean Marina Documents available from the dock office. No outside contractors or service organizations or individuals will be permitted to undertake any work on boats in the Marina without prior written approval by the Marina.
8. Tenant shall conduct itself so as not to unreasonably annoy, disturb, or interfere with the rights or privileges of the other tenants. Tenants are responsible for the conduct of their agents and invitees.
9. Dumpsters are for normal daily refuse only. There will be additional charges for large items such as cushions, sails, old tanks, etc. Please ask at Marina office about discarding items of this type. Violation of this rule will constitute non-compliance of Marina Regulations and Tenant could be subject to loss of slip. Tenant agrees to comply with Wisconsin recycling regulations.
10. Boaters must comply with the "no wake" policy in the Marina.
11. Barbecuing must be done with caution and never left unattended.
12. Courtesy carts are to be used on Marina grounds only, and should be returned to head of dock immediately after use.
13. Parking of vehicles and / or boats and trailers is at risk of Tenant. City ordinance prohibits sleeping in vehicles overnight. Boats or trailers will be parked in assigned areas. Extended parking of boats / trailers other than those with secured dockage will be charged storage fees.
14. Pets are permitted as long as they do not disturb others. Pet waste must be cleaned up immediately.
15. Fueling at slips is prohibited. Boats must be fueled at service dock only.
16. As of May 1st, boats in dry storage that have not secured dockage at Marina will be assessed additional storage charges.
17. Dockage fees do not include cradle or trailer storage fees. If Tenant is not going to store boat with Marina in the fall, additional charges will be assessed for cradle or trailer storage and handling unless removed from Marina premises when boat is launched.