



2016

Marina Membership and Slip Rental Agreement

Please read license conditions on next page.

MEMBER NAME: _____ MEMBER #2 NAME: _____

ADDRESS: _____
 Street _____ City _____ State _____ Zip _____

PHONE: _____ EMAIL: _____
 Home _____ Cell _____

The maximum allowable boat that will be licensed in the Lake Lawn Resort Marina must not have a beam wider than 10 ft. excluding the bow pulpit and swimming platform. Only the boat described below is allowed in the slip assigned.

NAME OF BOAT: _____ YEAR: _____ MAKE: _____

LENGTH: _____ BEAM: _____ WI / FED REGISTRATION #: _____ INSURANCE CARRIER: _____

BOAT COMPANY TO CALL IN CASE OF EMERGENCY: _____
 (Lake Lawn assumes no responsibility whatsoever)

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THE TERMS AND CONDITIONS ON PAGE TWO OF THIS AGREEMENT.

Signature of Licensee _____ Date _____ Lake Lawn Resort – General Manager _____ Date _____

PLEASE MAKE SELECTIONS IN THE BOX BELOW:

| 2016 SHORT TERM BOAT SLIP RATES | | | | Start Date | / | End Date |
|---|-----------|---------------|----------------------------|-------------------|-------|----------|
| _____ | Monthly | \$750/\$850** | | _____ | | _____ |
| _____ | Weekly | \$200/\$235** | I Resort Guest \$150/175** | _____ | | _____ |
| _____ | Daily | \$30./\$35** | I Resort Guest \$25/\$30** | _____ | | _____ |
| _____ | Overnight | \$40./\$50** | I Resort Guest \$30/\$40** | _____ | | _____ |
| *Surcharge for Holidays & Special Event Weekends 20.00 | | | | I Resort Guest | 10.00 | |
| ** Electric Usage Charge for Non-Live aboard Watercraft | | | | | | |
| | | | | TOTAL DUE: | \$ | _____ |

2016 FULL SEASON SLIP BASE RATE (April 1-October 31): \$ 3,000

UPGRADES:

| | | |
|--|-----------|-------|
| Boats Over 30' in Length | + \$1,200 | _____ |
| -Inclusive of premier slip up-charge and electric fee | | |
| All slips on Pier A and Slips 10 & 11 on Piers B thru I | + \$200 | _____ |
| Slips 1 & 20 on Piers B through I | + \$100 | _____ |

ADD-ON'S:

| | | |
|---|---------|-------|
| Electric – Required for all slips on Pier A and Pier B and slips D10, D11, H10, H11 | + \$350 | _____ |
| Dock Box | + \$75 | _____ |
| Trailer Storage | + \$100 | _____ |
| Fitness Center & Pool Use (Valid 4/1/16-10/31/16) | + \$300 | _____ |

Sub-Total: _____

***All** above fees are subject to 5.5% WI state sales tax Sales Tax \$ _____

A non-refundable deposit of at least 500.00 due with contract / Full payment due prior to April 1st **TOTAL DUE** \$ _____

FOR LAKE LAWN USE ONLY

Date Paid: _____ Rec'd By: _____ Check _____ CC _____ DEPOSIT PAID \$ _____
 Date Paid: _____ Rec'd By: _____ Check _____ CC _____ BALANCE DUE \$ _____

Slip # _____

LICENSE CONDITIONS

Lake Lawn Resort, including the owner thereof, individually and collectively, hereinafter called Lake Lawn, for and in consideration of the License fee to be paid as herein provided and in consideration of the undertakings and promise of the Licensee herein, hereby grants to the Licensee a License to use the Dock listed on page 1, located at Lake Lawn Marina, Delavan, Wisconsin.

This License is made subject to the following terms and conditions:

1. Licensee agrees to pay a license fee for the sum indicated page 1, which shall permit the Licensee the right to occupy the Dock for one rental season only as indicated on page 1. The season for the purpose of this agreement shall commence on April 1 and end on November 1. The License fee is payable as indicated on page 1.
2. Full payment of Dock License fee is due as indicated page 1. Docks will not be held after the dates specified for payment page 1. If Licensee desires to terminate this License, the Licensee shall be entitled to a refund on the following basis. Prior to Jan. 31, payment in excess of non-refundable deposit; Feb 28–80% of License Fee; March 31–70% of License Fee; April 30–60% of License Fee; May 31–50% of License Fee; June 15–40% of License Fee; After June 15–No Refunds.
3. Lake Lawn shall determine Dock assignments at its sole discretion.
4. Neither Lake Lawn nor its agents shall be liable for damages to the Licensee, its agents, servants, or guests, or any person claiming through Licensee for injury to person or damages to or loss of property wherever located from any cause or for damage claimed for removal of the boat as herein provided or for eviction, actual or constructive. This provision includes particularly, but not exclusively, all claims arising from rain damage, unlocked boats, storm power outage, improper electrical hookup and vandalism.
5. Licensee agrees to hold Lake Lawn harmless from any claims or liabilities arising out of any occurrences as a result of this License Agreement.
6. Licensee agrees to comply with any and all laws, codes, rules and regulations promulgated by any governmental body authority and without limiting the generality of the foregoing, any and all rules and regulations contained in the Lake Ordinance for Delavan Lake and any other rules or regulations promulgated by the Delavan Lake Water Safety Patrol or Wisconsin Department of Natural Resources. Licensee further agrees to comply with any and all rules and regulations established by Lake Lawn for use of boats within Lake Lawn Marina and the exits to Delavan Lake and Delavan Lake proper.
7. Lake Lawn reserves the right to terminate this License at any time for any reason and Licensee shall remove the boat from the Dock within five (5) days after such notice of termination. In such event, Lake Lawn agrees to refund that part of the License Fee which the Licensee has paid for the balance of the season computed in accordance to paragraph 2 above after deducting such costs and expenses as may be incurred by Lake Lawn which are to be paid by the Licensee as herein provided.
8. The Licensee agrees to remove the boat on or before the last day of the season (November 1) or within five (5) days after notice of termination as herein provided. Lake Lawn or its agents may take possession of the boat and cause it to be removed for storage at such place as may be convenient for Lake Lawn. Licensee hereby appoints Lake Lawn as its duly authorized agent with complete power of attorney to remove the boat and cause it to be stored as herein provided. The Licensee agrees to pay all costs and expenses incurred by Lake Lawn in removing the boat and causing it to be stored and all expenses, including attorney's fees, in collecting such costs and expenses from the Licensee.
9. This License is personal to Licensee and is not assignable by the Licensee without the written consent of Lake Lawn. If Licensee sells his boat it is understood that the License cannot be sold with the boat and is void upon such sale with no refund. The new boat owner will have to make his own arrangements with Lake Lawn to acquire a new Dock License Agreement if one is available and pay a License Acceptance Fee as provided page 1. This License is good only for the Dock and the boat described on page 1. In the event of any discrepancy between the boat using the dock and the boat described on page 1, Lake Lawn reserves the right in its discretion to cancel and terminate this License Agreement on notice to Licensee in which event the boat shall be removed by Licensee within five (5) days after such notice of termination with no refund.
10. Lake Lawn employees shall only be allowed on boats while performing assigned duties.
11. If Marina maintenance requires it, Lake Lawn reserves the right to move Licensee's boat within the Marina to facilitate dredging, painting, pier repair, etc. Lake Lawn also reserves the right to remove Licensee's boat in case of emergency.
12. Boat owners are hereby notified that Lake Lawn Marina will be sprayed occasionally for weeds. Lake Lawn is not responsible for any damage that may result.
13. LICENSES SHALL NOT BE ISSUED FOR SO CALLED THRILL CRAFTS. PERSONAL WATER CRAFTS, OR HIGH PERFORMANCE BOATS, INCLUDING BUT NOT LIMITED TO WAVERUNNERS, BOMBADIERS, JET SKIS, ETC.
14. Lake Lawn reserves the right to remove vehicles from designated areas (such as fire lanes, garbage pick-up areas and areas that hinder traffic and emergency vehicles) at Licensee's expense.
15. Licensee shall not be allowed to place any appendages/attachments to the Docks. Any such appendages shall be removed at Licensee expense.
16. Only one boat allowed per dock. Any boat tied up in the Marina alongside or in back of a Licensee's Dock is strictly prohibited.
17. Trailer storage shall be the responsibility of the boat Licensee. Boat trailers, campers, mobile home trailers, trucks, vacation vehicles, vans and buses are prohibited in any of Lake Lawn parking facilities. Lake Lawn reserves the right to remove such vehicles/trailers at Licensee's expense.
18. The use of cooking devices of any sort in which smoke or odors are emitted by way of fuel combustion or smoke or odors from food being cooked is prohibited.
19. The use of the Dock to make major boat repairs as determined by Lake Lawn, in its discretion, is prohibited.
20. The Licensee shall be obligated to remove any and all temporary tarps, polyethylene bags or covers or any other material which at the sole discretion of Lake Lawn are considered to be unsightly.
21. The use of carpeting of any type is strictly prohibited either on walkways or posts to ensure adequate drying of lumber and proper pier ventilation.
22. THE MAXIMUM ALLOWABLE BOAT THAT WILL BE LICENSED IN LAKE LAWN MARINA WILL NOT EXCEED 30 FEET IN LENGTH FROM BOW TO STERN AND/OR HAVE A BEAM WIDER THAN 10 FEET (EXCLUDING THE BOW PULPIT AND SWIMMING PLATFORM) AND SHALL BE OTHERWISE SUBJECT TO ALL APPLICABLE LAWS, CODES, RULES AND REGULATIONS PROMULGATED BY ANY GOVERNMENTAL BODY, AGENCY OR AUTHORITY.
23. This License Agreement is non-renewable and gives Licensee no rights to be offered a License Agreement for any subsequent season.
24. The signing of this License Agreement by Licensee and the delivery thereof to Lake Lawn or its agent does not constitute a reservation of or option for any Dock in Lake Lawn Marina or an agreement to enter into a License Agreement and this License Agreement shall become effective only if and when Lake Lawn signs and delivers the same to Licensee.
25. THE TERMS, COVENANTS AND CONDITIONS OF THIS LICENSE MAY BE MODIFIED, AMENDED OR VARIED ONLY BY A WRITTEN AGREEMENT SIGNED BY THE GENERAL MANAGER OF LAKE LAWN.
26. Bow pulpits, swim platforms, or any other exterior protrusions from a boat shall not extend over the pier or sidewalks and shall in no way impede pedestrian or vehicular access to the Marina areas.
27. Licensee shall maintain comprehensive public liability insurance while Licensee's boat is docked at Lake Lawn Marina.
28. Overnight slip renters must vacate the rented slip by 12:00 p.m. on day of scheduled departure.
29. No fishing, grilling or picnicking is allowed on Lake Lawn Resort grounds. No portable gas cans are allowed on Lake Lawn Resort property.
30. Disposal of fish waste is not allowed in waste cans on Lake Lawn Resort property.
31. Boat trailer parking is only allowed on the grass lot behind the Marina building.

Park only in assigned slip. If an issue arises with assigned slip, contact marina office at 262-725-9207, or security after hours at 2