

## Agreement to Lease Berth/Boat Slip at North Shore Marina

This Lease Agreement date \_\_\_\_\_, between North Shore Marina (hereafter referred to as Marina) and \_\_\_\_\_ (hereafter referred to as Boat Owner).

Marina leases to Boat Owner and Boat Owner hereby leases from Marina, that portion of Marina's piers known to Marina as pier # \_\_\_\_\_ subject to the following terms and conditions:

### DESCRIPTION OF BOAT AND OWNER INFORMATION

Owner's name: \_\_\_\_\_  
Name of boat (if there is one): \_\_\_\_\_  
Registration number: \_\_\_\_\_  
Approximate Length: \_\_\_\_\_  
Owner's telephone number: \_\_\_\_\_  
Owner's Address: \_\_\_\_\_

#### 1. TERM OF AGREEMENT:

This lease shall be effective April 1. The lease terminates on Oct 1.  
Marina may terminate the lease immediately for cause and with thirty days notice without cause.

#### 2. RENT AND FEES

Boat Owner shall pay Marina, for the use of a berthing/boat slip **\$600 for the boating season**, payable in advance.

#### 3. AMENDMENT OF TERMS AND CONDITIONS

Marina reserves the right to alter or amend the terms and conditions of this lease and license from time to time by: A Written notice to Boat Owner

#### 4. BOAT OWNER'S LIABILITY; INDEMNITY OF MARINA

Boat Owner agrees to exercise due care in occupation of the leased berthing/boat slip and to vacate the slip in good condition, with the exception of wear and tear occasioned by normal use. Boat Owner shall indemnify and hold harmless Marina from and against all claims, actions, proceedings, damages, and liabilities, including attorney fees, arising from or connected with Boat Owner's possession and use of the leased berthing space/boat slip.

#### 5. SECTION FIVE. LIMITATION OF MARINA'S LIABILITY

Boat Owner acknowledges that he has inspected the leased berthing space/boat slip and is satisfied that the berthing space is adequate for safe mooring of the Boat. This contract is not a bailment of the Boat Owner's boat but a lease of berthing space/boat slip, and Marina's liability is limited to reasonable maintenance of waterfront area only.

NOTWITHSTANDING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL THE BOAT OWNER BE ENTITLED TO RECOVER INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST REVENUES OR PROFITS, AND THE TOTAL CUMULATIVE LIABILITY OF MARINA FOR ANY CLAIM OR LOSS WHATSOEVER SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO MARINA'S RENT AND FEE UNDER THIS AGREEMENT.

#### The parties agree to the following:

- The boat owner shall use the pier for docking only. The pier may not be used for any other purpose including but not limited to, recreational or commercial activity or business.
- Boat owner will not install any fixtures or attachments on the pier. The boat owner may use fenders and bumpers provided that the use of such does not require any alterations of the pier.
- Boat owner shall keep the pier in good repair and reasonably clean during the term of the lease. Boat owner is responsible for any repairs for damage to the pier to the negligence of the boat owner.
- No signs whatsoever are allowed on the piers.
- This lease may not be assigned. Only the above mentioned boat may use the pier.
- Boat owner shall maintain insurance coverage for loss of the Lessee' watercraft and personal property located on the premises.
- Boat owner shall be responsible for supervising its invitees and guests.

WITNESS our signatures the day and year first written above.

\_\_\_\_\_  
North Shore Marina, LLC

\_\_\_\_\_  
Boat Owner

NOTE: North Shore Marina is the old ken's marina. Marina Ln—North of the Buckhorn State Park on G.  
Someone will meet all new renters at the site to show them which slip is theirs and give them a key.

Please fill in the contract, sign it, and mail the original with a check for \$600 payable to North Shore Marina, LLC to  
North Shore Marina, LLC  
c/o: Pavloski Development  
PO Box 1027  
Wisconsin Rapids, WI 54495