



Outdoor Land Storage Rental License

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LAND STORAGE IS OUTSIDE STORAGE ONLY.
BAYFIELD MARINA AND THE CITY OF BAYFIELD DO NOT ASSUME LIABILITY FOR THE SECURITY OF ANY
VESSEL AND/OR EQUIPMENT
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Name(s)
Street Address
City State Zip
Email
Phone Number(s)

Vessel Name
Vessel Length & Manufacturer
Key/Combo
Vessel Insurance Company Expiration Date
Lien Holder & Contact Info if applies

YOUR VESSEL MUST BE PROPERLY INSURED AT ALL TIMES

The above described (Licensee) hereby agrees to this license for land storage from Bayfield Marina (hereinafter "the Marina") at the current rate of \$23.00 per vessel foot plus tax, pro-rated by month for any period less than the full six (6) month license term. On this two-page document, the undersigned hereby agree to the following terms and conditions:

SUMMARY OF LICENSE PROVISIONS:

Length overall of vessel: _____

Initial License Term: [] May 1st – October 31st [] Nov 1st – April 30th Year: _____

Automatic renewal at updated rates in the event the vessel is not removed from storage at term end.

Storage terms exceeding 12 consecutive months must have prior approval from harbormaster

Section 1. TERM.

License terms are six months - from May 1 to the next October 31 (In Season Land Storage) and from November 1 to the next to April 30 (Off Season Land Storage) or as determined based on haul out date and launch date provided those dates fall within the months of May and October respectfully or as specifically agreed upon in advance and stated above. For any initial license entered into after a license term begins, the license rate for the portion of the term is prorated from the 1st day of the month in which the License is signed to the end of the term. In the event the vessel remains in storage at term end, this license automatically renews for each subsequent six-month term at the current Marina rates in effect on the date of renewal. Vessels stored for 12 consecutive months are subject to rate increase of 20% of their current rate and must be approved by the Harbormaster. Bayfield Marina will issue invoices reflecting rates with each renewal period. Payment must be received with consummation of License.

Section 2. FEES

Payment is due for each six-month or agreed upon term in advance with the signed License. The fee for the initial term is set forth above in the Summary of License Provisions. Storage term exceeding 12 consecutive months is subject to a 20% surcharge on all following storage fees and approval. The Marina may change the fee for a subsequent term by issuing invoice to the Licensee at renewal of the next term or portion thereof. Licensee is entitled to a refund of any unused portion of term, prorated on a monthly basis. The fee rate is applied to the Length Overall (LOA) of the vessel. LOA is defined as the maximum overall vessel length and includes bow or stern pulpits and swim platforms. The Marina reserves the right to measure LOA at any time and to adjust storage charges accordingly.

The Marina reserves all rights against the vessel and personally against the Owner for payment of all charges and to maintain possession of items in the stored vessel until all storage fees have been paid in full. Specifically, the provisions of Wisconsin Stat. 779.43, liens for keeper of marinas, et al, shall apply, along with the provisions of Wisconsin Statute Chapter 780, liens against vessels.

If the Marina provides other goods or services to Licensee, and if Licensee disputes the validity of the charges for such goods or services, Licensee agrees that any such dispute shall be settled separately and independently from this License and the rental payments due under it, and shall not entitle the Licensee to offset any such disputed amount from any amounts charged by the Marina under this License. All claims and complaints of every kind which the Licensee and vessel shall be entitled to make against the Marina not in connection with this License shall be handled separately and independently from this License.

Section 3. RENEWAL

In the event the vessel remains in storage at term end, this license automatically renews for each subsequent six-month term at the current Marina rates in effect on the date of renewal. Bayfield Marina will notify you of the exact amount of the charge via the address we have on file for licensee. The Marina may change the fee for a subsequent term by providing written notice of such change to the Licensee no less than thirty (30) days prior to the implementation of rate change. Fees due for the subsequent term will be billed to the customer and due within 30 days. Any changes must be requested in writing to Bayfield Marina. Storage term exceeding 12 consecutive months is subject to a 20% surcharge on all following storage fees and must have written approval from the Harbormaster.

Section 4. USE & VESSEL STORAGE.

Land Storage is for listed vessel storage only. During the term of this License, the vessel shall not have a cover or any other equipment affixed to the vessel tied or secured to jack stands if used. Vessel shall not be plugged into electrical service while unattended or overnight. The Marina reserves the right to move and reset the vessel at its discretion for safety and facility concerns. Moving fees may be assessed to Licensee if vessel isn't launched per agreed schedule. Commercial activity of any type is prohibited. Ancillary vessels, vehicles and equipment shall be contracted under separate license, fees apply. "Live aboard" in any vessel or vehicle while stored on shore is prohibited.

Section 5. MARINA ACCESS.

The Marina shall have the right to access the vessel in case of emergency or for requested need. In the event the Marina must remove Licensee's lock for access, the Marina will replace said lock with another lock at Licensee's cost.

Section 6. ASSIGNMENT & SUBLEASE.

The land storage space may be neither assigned nor sublet.

Section 7. TERMINATION/DEFAULT.

Either party may terminate this License on not less than 60 days written notice to the other party. This License will automatically terminate, all fees will be paid in full and the vessel removed from the property immediately. Default occurs if:

- a. The fee remains unpaid for 30 days after the start of the term, or
- b. Licensee fails to comply with any of the provisions of this License within 15 days after the Marina has given Licensee written notice to comply. The Marina shall give Licensee notice of its intention to terminate this License for non-compliance of any of the provisions of this License by sending a certified letter to Licensee's last known address. The 15 days will commence upon the date of the mailing of the letter.

In the event of default the Marina reserves all rights against the vessel and personally against the Owner for payment of all charges and to maintain possession of the vessel until all charges have been paid in full. Specifically, the provisions of Wisconsin Stat. 779.43 and 779.48 liens for keeper of marinas, et al, shall apply, along with the provisions of Wisconsin Statute Chapter 780, liens against vessels. Licensee will be responsible for any legal fees and other expenses incurred by the Marina in enforcing this License.

Section 8. HOLD HARMLESS.

The storage of Licensee’s vessel on land of the Marina and/or the City of Bayfield is solely at Licensee’s own risk. Licensee hereby expressly assumes full responsibility for any and all damage to the vessel, any fixture of the vessel or any other part thereof, any item left or stored in the vessel, and the cradle, jack stands, or other devices used to store the vessel, and agrees and covenants to hold the Marina, its employees, and the City of Bayfield harmless from any claim arising from any such damage or loss. Licensee also agrees to reimburse the Marina, its employees, and the City of Bayfield for any and all legal fees and costs incurred by the Marina, its employees and the City of Bayfield in defending any action arising from any loss or damage as set forth in this section.

The Licensee agrees to use the Marina and associated facilities at his/her sole risk and hereby assumes such risk. The Marina does not assume liability for the care, protection and security of any vessel and/or equipment. User agrees to make no claim against the Marina or the City of Bayfield for any loss of property by theft or burglary or any accidental damage or injury to any person or property at the Marina caused by the elements or caused by the Marina or its employees, excepting gross negligence or willful misconduct. User shall indemnify and hold harmless the Marina and the City of Washburn from any claims, suits, actions, damages, liability or expense (including attorneys’ fees) in connection with any injury or damage (unless due to the willful misconduct or gross negligence of the Marina.) suffered by the Licensee, or the Licensee’s family members, agents, employees, guests, licensees, or invitees. **The Licensee agrees to maintain a minimum of \$500,000 liability insurance and adequate hull insurance on vessel and/or equipment stored and or moored at the Marina. In addition, the Licensee shall list Bayfield Marina as additional insured on the vessel liability policy and shall provide to the Marina a current and active Certificate of Insurance showing same.**

Section 9. INSPECTION.

Licensee represents that the vessel is in safe and seaworthy condition and that it will be maintained in such a condition during the entire length of this License and any renewal of this License. Licensee agrees that the vessel is available to the Marina for inspection upon the request of the Marina. In the event the Licensee fails to make the vessel available for inspection within 5 days of written request being made by the Marina to Licensee’s mailing address, email address, or at such other current address as Licensee may from time to time provide to the Marina, the Marina is hereby authorized to enter the vessel from the 6th day following the mailing date of the Marina’s written request to enter the vessel.

Section 10. PERMITTED VESSEL MAINTENANCE AND OUTSIDE CONTRACTORS.

Licensee is permitted to perform routine maintenance on the vessel. All work must comply with the Marina’s Environmental Best Management Practices, available in writing from the Marina. Any project affecting greater than 25 percent of the vessel’s surface, and any project involving sanding/grinding of any of the vessel’s surface, requires prior approval from the Marina. Licensee agrees that no outside contractor shall work on the vessel while it is at the Marina without obtaining prior approval from the Marina and signing the Outside Contractor’s Policy license. Such contractors or vendors may obtain permission to work on vessels in the Marina subject to certain conditions, regulations, insurance requirements, established by the Marina to protect the Marina and its customers. The marina maintains a list of preapproved contractor allowed to work within the marina.

By signing below, both parties agree to the terms and conditions of this License.

Licensee Signature

Date

Bayfield Marina Staff Signature

Date