



**CITY OF SHEBOYGAN
RIVERFRONT MARINA**

| | |
|-------------------|-------|
| Office Use Only | |
| Payment Date | _____ |
| Insurance Date | _____ |
| Insurance Expires | _____ |

**PLEASURE BOAT LEASE AGREEMENT
2021 SEASON (NON-ELECTRIC/WATER)**

THIS AGREEMENT made by and between the City of Sheboygan, a Municipal Corporation, hereinafter referred to as the LESSOR, and

| | | | |
|-----------------|-------|--------------------|-------|
| Lessee: | _____ | Telephone (Home): | _____ |
| Address: | _____ | Telephone (Cell): | _____ |
| City/State/Zip: | _____ | Emergency Contact: | _____ |
| Email: | _____ | Emergency Phone: | _____ |

Hereinafter referred to as the LESSEE, WITNESSETH, the following terms, conditions and stipulations:

1. The term of the lease is for the boating season of **May 1, 2021 to October 1, 2021** inclusive for the year **2021**. The Lessee has no right to have this lease renewed.

2. The number of the City-owned dock space is: _____

3. The vessel to be moored at this space is identified as

| | | | |
|-------------------|-------|-----------------|-------|
| Sail or Power: | _____ | Color: | _____ |
| Registration No.: | _____ | Length Overall: | _____ |
| Name of Boat: | _____ | Beam: | _____ |
| Manufacturer: | _____ | Draft: | _____ |
| Model: | _____ | | |

4. The Lessee agrees to pay to the Lessor the non-returnable and non-refundable sum of **EIGHT HUNDRED NINETY-SIX DOLLARS (\$896.00)** for the lease of said City dock space for the stated term of this lease. **Total fee payment and agreements shall be submitted by March 31, 2021 to:**

Department of Public Works
2026 New Jersey Ave
Sheboygan, WI 53081

Checks shall be made payable to the City of Sheboygan. Partial payments will not be allowed. If the agreement is not returned on time, the slip will be made available for other boaters.

Other specific stipulations regarding this lease are as follows:

5. THE LESSOR...

5.1 may terminate this lease any time it is determined by the Director of Public Works or by resolution of the City of Sheboygan Common Council that public necessity and convenience requires same. Such termination shall be served upon the Lessee by a written notice presented at least thirty (30) days prior to the date stated in said written notice of termination.

5.2 accepts no responsibility for the safety of persons or property in the area covered by the lease, makes no warranties or promises of any kind as to the suitability, convenience or accessibility of the dock space

described, nor for the safety and security of any boat accessories, personal articles, or the boat itself moored at this location.

5.3 has no authority to grant the installation of any pier, float, mooring floats, or any other structures that extend beyond the present dock into the Sheboygan River. The Lessee contemplating such installation shall obtain the permission of the Department of Public Works prior to applying for the proper permits from the U.S. Army Corps of Engineers and Wisconsin Department of Natural Resources before commencing with any such installation. Copy of such approved permits shall be submitted to the Lessor before commencing the installation.

5.4 reserves the right to rent Lessee's dock space to transients during periods of Lessee's extended absence (ie. When Lessee's dock space will be vacant for three (3) or more consecutive days). Such use shall be without payment or reimbursement of any kind to Lessee. Lessee will be given access to their dock space by noon of the day following transient rental.

6. THE LESSEE...

6.1 accepts responsibility and liability of any and all damage or loss to property or injury to persons that may occur as a result of his/her use of this dock space, and hereby agrees to hold the Department of Public Works and the City of Sheboygan and their officers, agents or employees harmless in case of any court action or claims arising as a result of the leasing or use of this property.

6.2 shall make no dockside alterations or additions to the dock space or facilities covered under this agreement unless same has been specifically requested in writing and such permission has been granted in writing by the Director of Public Works. Freezers, refrigerators, ice machines, and all other appliances and furniture are not permitted in the area, nor are installations for storage of any kind permitted on piers, walls or promenade. Any such dockside equipment, facilities, or items installed by such written permission shall be so constructed that they can be readily removed by the Lessee at the end of the boating season; otherwise they shall be determined to have been abandoned as the lease expiration date of October 1 and shall become property of the Lessor. The Lessor charges all costs to the Lessee, who agrees to pay all such amounts in full within thirty (30) days from such billing, will remove these items.

6.3 signage and location of a sign for charter operations must be reviewed and approved by the City of Sheboygan Manager of Planning & Zoning. Maximum permitted area for a sign is 24" x 24". Only one sign per charter boat is permitted and shall be placed only on the railing of the pier. All signage material, color schemes and location must have written approval by the City Manager of Planning and Zoning. Sign shall remain in a state of proper maintenance, or will be removed by the Lessor.

6.4 per Section 74-64 of the City of Sheboygan Municipal Code no person shall camp or maintain a campsite, tent, canopy, or mobile recreational vehicle, whether self-propelled or not, on any street or property owned, leased, maintained or controlled by the City of Sheboygan.

6.5 shall limit boat mooring to the assigned boat space only, and no permission is expressed or implied that mooring lines may extend beyond the limits of the space described in this lease agreement. The Director of Public Works or designee may grant exception to this provision only in cases of emergency. Under these circumstances, the Lessee hereby accepts responsibility and liability for any and all damages to property or injury to persons that may occur as a result of the use of this dock space and hereby agrees to save the City of Sheboygan Redevelopment Authority and their officers, agents or employees harmless in case of any court action or claims arising as a result of the leasing or use of this property.

6.6 agrees that said leased dock space shall be for usage exclusive for dockage of Lessee's private boat as described herein and that said space shall not be used by any other person for boat mooring or any other use. However, upon request of the Lessee, permission may be granted to the Lessee for temporary mooring of another boat for a period of not more than ten (10) days. The Director of Public Works or designee may grant such permission.

6.7 shall make every effort to notify the Lessor in advance when said dock space will be vacant for three (3) or more consecutive days and understands and agrees that Lessor may rent Lessee's dock space to transients during periods of Lessee's extended absence. Such notice may be provided by telephone to the Department of Public Works.

6.8 and all members of their party will not be permitted to clean fish on the floating piers, on/in any boats, promenades or sidewalks. All fish parts must be disposed into designated dumpsters or at designated fish cleaning stations. There are to be no fish parts disposed into the river, on piers, promenades, or sidewalks.

6.9 shall observe and comply with all federal, state, and local laws, regulations, ordinances and rules which are applicable to its operations or to its use and occupancy of the dock space, and shall not permit waste, nuisance or any illegal activities on the premises.

6.10 lessee agrees to arrange for the boat to be covered by a marine insurance policy (hull coverage and protection and indemnity liability coverage) in a minimum amount of \$300,000 per occurrence, during the entire term of this lease. Boats being used for charter fishing operations shall also maintain insurance coverage for the charter operation. **Lessee agrees to provide the City of Sheboygan with a certificate evidencing such insurance prior to occupying the leased dock space.**

7. TEMPORARY RELOCATION

7.1 In the event it is necessary to relocate boats moored at the riverfront, the Department of Public Works will notify Lessee and a temporary slip will be assigned. In case of emergency or failure of the Lessee to move boat in a timely manner after being notified by Lessor, the City reserves the right to tow-relocate boat to a temporary slip and the City will not be held liable for any damages resulting from such towing/relocation.

8. BASIC STIPULATIONS

8.1 This lease supercedes all previous leases.

8.2 Non-compliance by the Lessee to any of the stipulations stated in this lease shall result in immediate forfeiture of the leased dock space described herein without reimbursement of any portion of the yearly fee paid for same.

Signature of Lessee

Date