

La Crosse Parks Waterway Facilities

400 La Crosse Street (Mailing)

La Crosse, Wisconsin 54601 waterwayfacilities@cityoflacrosse.org

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Terms and Conditions/Rules-2027 Season

1. Definition of Terms

Agreement means the Transient Multi-Slip or Dry Storage or Freeze-In or a combination thereof Agreement between the Marina and the Vessel Owner(s).

City Facilities means La Crosse Municipal Boat Harbor or Veterans Point Marina or Copeland Park Marina.

Agreement Dates means the periods from April 15th to October 15th or October 16th to April 14th of each year. These periods are subject to change dependent on river conditions or Park Management changes.

Vessel means a currently registered, with the Department of Natural Resources, pleasure craft (commercial vessels not allowed) that is in good repair, running condition and capable of navigation under its own power.

Vessel or Trailer Owner(s) means the legal and/or beneficial owner or charterer of the Vessel or duly authorized to act as agent of the legal and/or beneficial owner, including but not limited to the customer listed on Park documents.

Multiple Vessel or Trailer Owner(s) means the legal and/or beneficial owners or charterer of the Vessel or duly authorized to act as agent of the legal and/or beneficial owners, including but not limited to the person(s) listed on Park Documents. Multiple owner contact information must be submitted in a separate document and be listed as Additional Insured on proof of insurance as required in 7.2.

Trailer means a boat trailer designed to launch, retrieve, carry, and sometimes store vessels.

Summer Dry Storage means the period from April 15th to October 15th of each year. This period is subject to change dependent on river or weather conditions or Park Management changes.

Freeze-In or Off-Season Dry Storage means the period from October 16th to April 14th of each year. This period is subject to change dependent on river or weather conditions or Park Management changes.

Big Boat means a houseboat (steel, aluminum, pontooned, or fiberglass hull) or a cruiser of any size that utilizes shore power electric or can accommodate at least one (1) person to berth overnight or has a toilet (portable or stationery mounted).

2. Billing

Unless specifically stated in the Fee Schedule sheet, all Services are provided on a time and materials basis.

3. Maintenance Requirements

- 3.1 Vessel must be properly maintained at the cost of Vessel Owner(s) and adhere to all terms and conditions/rules outlined in the Agreement.
- 3.2 Vessels shall be in running and navigable condition at all times while being moored in City Facilities and meet Wisconsin State Statute Regulation of Boating Definitions 30.50 (2), 30.50 (8), 30.50 (8g).
- 3.3 The City of La Crosse, at its sole discretion, may terminate the Agreement, as stated in section 12 with any Vessel Owner(s) that does not intend to maintain the Vessel in running and navigable condition.

The City of La Crosse shall, case-by-case, determine intent of Vessel Owner(s) to be in compliance with properly maintaining vessel.

- 3.4 Vessel Owner(s) shall maintain current Department of Natural Resources registration as required by home state of Vessel.

4. Term

The Terms and Condition/Rules shall be in effect for the period stated in the Agreement unless sooner terminated by destruction of facilities by storm, ice, freezing, fire, or any other occurrence.

5. Invoice

Upon completion of the Agreement, the Parks Department shall invoice the Vessel Owner(s) for the fees due which shall include any applicable sales tax and environmental fees and shall be payable upon receipt and/or when stated as due.

6. Deposits, Balances Due, & Late Fees

Any Vessel Owner(s) asked to return for the upcoming next year season will be required to make a \$250 deposit as stated on the upcoming season AGREEMENT by the required date or will relinquish the right to that slip as assigned. **Deposits are non-refundable.** Vessel Owner(s) failing to pay final balances due on slip fees by the required date(s) stated in the AGREEMENT will be assessed a \$30 a day for up to ten (10) days, at the sole discretion of the City of La Crosse, late fee and after such time will have their AGREEMENT revoked and lose the assigned slip.

7. Liability

7.1 Bodily Injury or Property Damage to Vessel Owner(s). Any bodily injury or property damage to the Vessel Owner(s), Vessel, the contents thereof, or any other property of the Vessel Owner(s) in or around any property owned or controlled by the Parks Department is and shall remain the responsibility of the Vessel Owner(s). Neither the City of La Crosse nor the Parks Department has any liability for any such injury or damage. Causes of such injury may include, but are not limited to, vandalism, malicious mischief, theft, or damage caused by wave action, storm, ice or freezing, or the conditions of dock or the facilities itself. Vessel Owner(s) shall provide his own insurance against losses to property of the Vessel Owner(s) and hereby agrees to indemnify and hold harmless the Parks Department and the City of La Crosse with respect to any such loss or damage, even if caused by the negligence of the Parks Department or the City of La Crosse.

7.2 Bodily Injury or Property Damage to Others. Vessel Owner(s) hereby assumes full responsibility for any bodily injury or property damage caused by Vessel Owner(s), Vessel Owner(s)'s agents or invitees, to any persons or property, including the facilities. Vessel Owner(s) shall indemnify and hold the Parks Department and the City of La Crosse harmless from any such bodily injury or property damage and agrees to carry insurance to insure the Vessel Owner(s) against any such liability. The Vessel Owner(s) shall provide evidence of liability insurance, a minimum of \$100,000, to insure against all risks assigned to the Vessel Owner(s) under the Agreement and maintain this insurance through the duration of this Agreement.

8. Lien

In addition to those liens arising under state or federal law, as Vessel Owner(s), you grant the City of La Crosse a security interest in the Vessel, its equipment, furnishings and other appurtenances, to secure sums due

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under the Agreements. The Parks Department or City of La Crosse reserves the right to file a financing statement with the Wisconsin Department of Financial Institutions evidencing its security interest in the Vessel at any time after consummation of any Agreements.

9. Boarding/Vessel Removal

While the Vessel is located at any City Facilities, the Vessel Owner(s) extends a license to the Parks Department to board the Vessel for any legitimate business purpose related to hazards, security, safety and at its sole discretion may have the vessel removed from any City Facility to protect the environment, marina assets, facility patrons and reserves the right to collect removal fees from Vessel Owner(s).

10. Repossession of Equipment

In the event that the Vessel Owner(s) defaults under the Terms and Conditions of the Agreements herein, the Parks Department may board the Vessel for the purpose of removing any machinery, equipment or material provided or installed.

11. Term of Slip Agreement, Dry Storage, and/or Freeze-In

City Facilities basins and docks will be available as seasonally listed for each year, unless otherwise stated in writing, weather/river conditions permitting or as approved/directed by mooring facilities management.

12. Termination

12.1 Termination. The Parks Department or City of La Crosse shall have the right to terminate the Agreement in the event of any breach by the Vessel Owner(s): (a) Of these Terms and Conditions/Rules, (b) Any State of Wisconsin Boating Safety Rules and Statute Regulations, (c) By any failing to make any payment/s due and/or (d) By providing false or misleading information in connection with the Agreement. Slips fees and/or deposits paid are non-refundable in the event of termination.

12.2 Notice of Termination. The Parks Department or City of La Crosse shall provide ten (10) days written notice of termination of any of the Agreements by registered US Mail.

12.3 Removal of Vessel. In the event that any Agreement is terminated under this section, the Parks Department or City of La Crosse may remove Vessel from the facilities, at the Vessel Owner(s) cost.

12.4 In the event the Vessel Owner(s) elects to terminate Agreement during the course of the Agreement, the Vessel Owner(s) shall provide ten (10) days written notice (letter, email, or text) of such termination. A refund of AGREEMENT fees shall be ½ (one half) of current fee rates to the end of June of the current year of receiving written notice of intent to terminate. There will be no refund of AGREEMENT fees for any AGREEMENT termination after July 1st of the current year.

13. Governing Law

The terms of the Agreement shall be governed by the laws of Wisconsin.

14. Waiver

Waiver of any condition by the Parks Department or the City of La Crosse shall not be deemed to be a continuing waiver.

15. Transfer of Agreement.

Transfer of Agreement from listed record of Vessel Owner(s) to an immediate family member is allowed at the sole discretion of the City of La Crosse. For the purposes of this Agreement, immediate family shall include, and be limited to spouse, parents, grandparents, children, grandchildren, brothers, and sisters only. AGREEMENT may also be transferred because of a vessel sale at the sole discretion of the Parks Department or City of La Crosse. Such transfer must be pre-approved prior to any sale in which the vessel will remain in a City Facility. AGREEMENT may not be sold or advertised for sale by VESSEL OWNER(S).

16. Use of Slip(s)

As registered with the Parks Department and City of La Crosse by Agreement, slip(s) shall be occupied and used by registered vessel only as listed in the Agreement. Slip holders MAY NOT allow any other vessel(s) in their assigned slips without prior authorization from the Parks Department and facilities manager. Mooring in unfilled slips is not allowed. Violations of the above will be considered breach of Agreement and cause the termination of such.

17. Electricity

If electricity is provided as part of the fee structure, the following conditions apply Electricity on all docks at all City Facilities are for occasional use only (battery charger, vacuum cleaner, etc.). Electricity on Municipal Harbor Docks C & D shall be limited to 2000kWh use per 1 (one) Agreement period per Vessel Owner(s). Slip holders using more than the above stated kWh will be assessed and invoiced \$75 for each 500kWh block of electricity used over the 2000kWh limit.

18. Pets

Pets shall be leashed within the confines of all City Facilities. Please toilet your pet away from facility buildings and gangways. Pick up after your pet. Pet owner is responsible for immediate cleaning of dock in the event of an accident. Pet owner will be billed if staff has to clean up after you. Pets permitted only if they do not disturb other guests.

19. Services Provided:

Services include, but are not limited to, and may be modified as deemed necessary as determined solely by the City of La Crosse: Water, parking, refuse pickup, electricity, bath facility, and pump out service (In house or by 3rd party vendor with 24-hour notice. Cost may apply.).

20. Miscellaneous

Electrical cords shall be properly stored and maintained and be certified "wet, outdoor, or marina" use and not cause a safety or trip hazard. Water hoses used shall be properly stored and maintained and shall not cause a safety or trip hazard. The use or installation of deck or dock boxes is not allowed. Trailers of any kind must be parked in designated dry storage sites only with proper documentation completed and fees paid. Placing items on main and finger piers is not allowed.

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21. Dry Storage, Freeze In, & Big Boat Specific Terms

Summer and/or Off-Season Dry Storage currently comprise two (2) specific locations with availability by reservations only. **Vessel/Trailer shall be clearly marked with registered owner's name. No more than one (1) vessel/trailer is allowed per site.** Storage area is for vessel/trailer only. No items will be allowed under or next to vessel/trailer. This Agreement is for dry storage only and does not include the logistical moving of a vessel or trailer once it is assigned and placed on a site. The Parks Department or City of La Crosse, at its sole discretion may install fencing w/gate to the perimeter of the dry storage area which at that time will require Vessel/Trailer Owner(s) to contact staff to allow access to dry storage area. Such access shall be by 72-hour notice. The Parks Department or City of La Crosse, at its sole discretion, may contract with a third-party vendor to manage and/or operate dry storage operations and the dry storage area. **The dry storage areas are not secure. Vessel/Trailer Owner(s) assumes all liability of risk for use of the dry storage facilities.**

Any vessel that utilizes the Big Boat dry storage area acknowledges and agrees there is no staying or living on the vessel and no services are provided. Working on a vessel while in the Big Boat dry storage area requires permission from the facilities manager prior to any work commencing. **The Big Boat dry storage area is not secure. Vessel Owner assumes all liability of risk for use of the dry storage facilities.**

With prior approval only, any vessel that utilizes the Municipal Harbor parking lot to off-season dry store a Big Boat acknowledges and agrees there is no staying or living on the vessel and no services are provided. Working on a vessel while off-season dry stored in the Municipal Harbor parking lot requires permission from the facilities manager prior to any work commencing. **The Municipal Harbor parking area is not secure. Vessel Owner(s) assumes all liability of risk for use of the parking lot.**

Big Boats that freeze in during the off-season time period must maintain a current insurance policy as stated in Section 7, paragraph 7.2. Big Boats that freeze in acknowledge and agree there is no staying or living on the vessel and no services are provided. Working on a vessel while freezing in requires permission from the facilities manager prior to any work commencing. Electricity on the docks during the off-season freeze in period is not guaranteed to be on and if electricity is left on, slip holders will be billed at .15 per kWh of usage based on pedestal meter readings.

The parking lot dry storage area is not secure. Vessel/Trailer Owner(s) assumes all liability of risk for use of facility.