

**DOCKAGE APPLICATION & AGREEMENT FOR
MARQUIS YACHT BASIN
C/O Pretasky Roach Properties L.L.C
3216 Commerce St
PO Box 2999
La Crosse, WI 54602-2999
(608) 781-2570 Fax (608) 781-2540
Summer Season -- May 1, 2017 to October 15, 2017**



Slip # _____

Lessee(s) _____

Address _____

Telephone Home: _____ Work: _____ Cell: _____

E-Mail: _____

Boat Make: _____ Model: _____

Boat Name: _____ Registration No: _____

Year: _____ Length: _____ Beam: _____ Draft: _____

ATTACH CERTIFICATE OF INSURANCE **Emergency Contact:**

Insured By: _____ Name: _____

Phone No: _____ Phone: _____

Policy No: _____ Relationship: _____

Expiration Date: _____

FINAL SLIP ASSIGNMENTS REQUIRE:
Signed and returned contract
Certificate of Insurance from insurance carrier
Payment per schedule

<u>Slip</u>	<u>Slip Rental</u>	<u>City of Moline Fee</u>	<u>Total Rental</u>
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I, the undersigned, acknowledge that I have read this Agreement and I, my family and guests will abide by all rules, regulations and conditions.

Boat Owner / Lessee

Date

Accepted and validated
PRETASKY ROACH PROPERTIES, L.L.C.

By _____ Date _____

In consideration of the above, Lessee agrees to lease slip assigned for the summer season from May 1 to October 15, 2017 according to the following terms, conditions, and rules:

(PRE-SEASON AND/OR POST-SEASON RATES UPON SEPARATE APPLICATION AND ADDITIONAL CHARGES)

1. Dock is to be leased for your personal and family use only. Dock assigned is for Lessee's exclusive use, however, the Lessor reserves the right to assign the space to visiting boaters in the absence of the Lessee's boat and retain all fees received. **This lease is non-transferable or assignable.** In the event the craft, as listed above, is sold or removed from premises, refund for rental fee will not be allowed. One boat only may be stored in each slip. Boat must be moored in the slip assigned to it bow first. The boat owner is liable for any charge incurred for having to move a boat to its proper slip. Dinghies or PWC must be raised on davits out of water and must not extend beyond end of dock.
2. This Agreement is for the use of dock space only and such space is to be used at the sole risk of Lessee. The Company shall not be liable for the care or protection of the boat (including the gear, equipment and contents) or for any loss or damage of whatever kind or nature to the boat, her contents, gear or equipment whether due to negligence of Company or otherwise. It being a specific consideration and condition of the terms and rates of this Agreement **THAT LESSEE INDEMNIFIES AND HOLDS COMPANY HARMLESS AGAINST ANY LOSS, COST, SUIT, OR CLAIM ARISING OUT OF USE OF DOCK SPACE OR ANY HANDLING OF THE BOAT IN CONNECTION THEREWITH WHETHER OR NOT SUCH LOSS, COST, SUIT, OR CLAIM IS BASED UPON NEGLIGENCE OF THE COMPANY OR OTHERWISE.**
3. Workers other than marina employees are not covered by our marina insurance. Owners hiring outside work are responsible to marina and other boaters. All outside workers must have (and be prepared to show to Company) proof of insurance and do their work in an area to be assigned by Company suitable in which to perform their work. Failure to observe this procedure constitutes cause for termination of this dockage agreement.
4. The Pretasky Roach Properties, L.L.C shall have a lien against the subject Vessel, its appurtenances and contents for any unpaid sums incurred by the Lessor and/or guests, and for damage caused by subject Vessel to any docks, property, or person of the Marina.
5. **INSURANCE REQUIREMENTS:** Lessee must insure his property at all times for a suitable amount and against all hazards and casualties and make his insurance company aware of the terms and conditions of this lease. The insurance company should be requested to endorse your policy covering boat, motor, and equipment as follows: "It is hereby understood and agreed that this insurance policy shall not be invalidated should the insured waive in writing, prior to a loss any or all right of recovery against Pretasky Roach Properties, L.L.C. (Company) for loss occurring to property described herein or effected thereby." Lessee agrees to provide a certificate of insurance satisfactory to Lessor showing liability coverage in effect for a minimum amount of \$100,000.00 during the lease term with endorsement naming Lessor as additional insured. **Slip assignments will be made only after certificate of insurance is given to Company, NO EXCEPTIONS.**
6. Dock attendants are employed by the Company and are to perform only those activities as directed by the Company.
7. The Company reserves the right to limit and govern parking space in Marina parking lot. **BOAT TRAILERS, CAMPERS, AND THREE (3) OR MORE AXLE VEHICLES ARE PROHIBITED.**
8. When a boat enters the Marina, the boat, crew and guests must comply with all Marina rules and as reasonably directed by the Company.
9. Noise shall be kept to a minimum at all times. Patrons shall use discretion in operating engines, generators, radios and television sets, equipment and tools, so as not to create a nuisance or disturbance. The use of noisy or dusty mechanical tools (i.e. buffers, sanders, etc.) outside of the boat is prohibited.
10. Pets shall be leashed within the confines of the Marina, and toileted in designated areas. Pet owner is responsible for immediate cleaning of docks, etc. in the event of an accident, and will be billed when cleaned by dock attendant. Pets permitted only if they do not disturb other guests and they are not permitted in restrooms and showers.
11. No gasoline, oil or other flammable liquids shall be permitted on docks or poured or discharged on the water.
12. Air conditioners and heaters shall not be operated unattended because of obvious fire hazards.
13. There will be no charcoaling on the deck of any boat while at the dock in the Marina. The area bordering the concrete sidewalk along parking lots is suggested.
14. All non-marina boaters must register at the gas dock before entering Marina.
15. Insurance requirements specify that **NO SWIMMING** shall be permitted in the Marina.
16. No firearms or fireworks shall be displayed or discharged in the harbor.
17. All trash will be kept in containers and placed by the boater in the trash containers provided at the dock approach. **No discarded oil or hazardous materials are to be placed in trash containers.**
18. Laundry shall not be hung on boats, docks or piers in the Marina.
19. All corner wheels and other dock additions and/or modifications must be approved and installed by the Company and become an integral part of the dock and will not be removed.
20. Boat owners authorize the Company to pump boats which, by reason of a leak or heavy rains, appear in the judgment of the Company to be in danger of sinking and agree to pay for any service rendered or supplied. Marina does not, however, have any duty or obligation to inspect boats to determine their condition, including their condition as to leakage or seeping water, such responsibility being and remaining that of the boat owner.
21. There will be no posting of signs or notices of any kind, including **"For Sale"** signs.
22. Advertising or soliciting shall not be permitted on any boat dock or area within Marina.
23. Subleasing of berths, transfer of boats between berths, or from one berth to another berth shall not be allowed except upon prior written approval of the Company. Boat owners agree that in case of emergency, the Company may move the boat from the particular space assigned to any other mooring place.
24. No dumping of porta-potties in restroom or shower facilities. No discharging of sewage into the harbor.
25. This lease can be cancelled by the Company for acts of theft, rowdiness, non-payment of account, or carelessness causing damage to property and other objectionable conduct.
26. Owner agrees to comply with all rules and regulations set forth herein, and should breach of this Agreement or violation of rules and regulations occur, this rental agreement shall terminate immediately, and the Company may remove the boat from her mooring
27. Lessee agrees to pay City of Moline the fee and charges listed below.
28. Payments of slip rent constitutes acceptance of all the terms, conditions, and rules of this lease.
29. Lessee agrees to remove boat from harbor no later than **November 1, 2017.**