



Barker's Island Marina

Operated by *SI Marine Management*

420 Slip, Full Service Marina on Magnificent Lake Superior
 250 Marina Drive, Superior, WI 54880 • 715-392-7131 • Fax 715-392-7133
 info@barkers-island-marina.com • www.barkers-island-marina.com

Slip Lease - 2010

1.) Customer Information:

Tenant: _____ Boat Name: _____
 Spouse: _____ E-Mail: _____
 Address: _____ City/State/Zip: _____
 Home Phone: _____ Work Phone: _____
 Cell Phone: _____ Boat Access, Key or Comb.: _____
 Power or Sail: _____ Make & Model: _____ Length: _____
 Boat Registration # _____ Trailer Make & License # _____
 Boat Owner's Name and Address (If not tenant): _____

Boat is Owned by: Individual Partnership Corporation (Circle One)

2.) Lease of Slip:

Subject to the conditions herein, Sailboats Inc. (S.I.), d.b.a. Barker's Island Marina, agrees to Lease to the above Tenant, and the Tenant agrees to Lease from S.I. on Pier _____ Slip # _____ for the period from April 15, 2010 through October 31, 2010, for the sum of \$ _____, plus applicable taxes.

This Lease Agreement shall be in effect for the above stated period unless the dock facilities are made unusable by storm, low lake levels, ice, freezing, fire or any other occurrence.

3.) Rules and Regulations:

Tenant agrees to comply with all the Rules and Regulations on the reverse side of this document. If the Tenant fails to comply with these Rules and Regulations, this Slip Lease may be terminated by S.I. immediately, and S.I. may remove the Tenant's boat from its Leased Facilities. The Rules and Regulations on the reverse side may be amended during the Lease term at the option of S.I.

4.) Liability:

(A) Bodily Injury or Property Damage to Tenant. Tenant agrees that any bodily injury or property damage to the Tenant, Tenant's boat, the contents thereof, or any other property of the Tenant in the harbor or on any portion of the Marina facilities is and shall remain the responsibility of the Tenant. Neither the City of Superior nor S.I. shall have any liability for any such injury or damage. Causes of such injury or damage shall include, but not be limited to, vandalism, malicious mischief, theft, or damages caused by wave action, storm, ice or freezing, or the conditions of dock or Marina facilities themselves. Tenant agrees to provide his own insurance against losses to property of the Tenant and hereby agrees to indemnify and hold harmless S.I. and the City of Superior with respect to any such loss or damage, even if caused by the negligence of S.I. and/or the City of Superior.

(B) Bodily Injury or Property Damage to Others. Tenant hereby assumes full responsibility for any bodily injury or property damage caused by Tenant, his agents or invitees, to any persons or property, including the Marina facilities. Tenant agrees to indemnify and hold S.I. and the City of Superior harmless from any such bodily injury or property damage, and agrees to carry insurance to insure the Tenant against any such liability. Tenant shall, upon demand by S.I., provide evidence of adequate liability insurance to insure against all risks assigned to the Tenant under this Slip Lease.

5.) No Waiver of Conditions:

Waiver of any conditions by S.I., or the City of Superior, shall not be deemed to be a continuing waiver.

6.) Legal Clarification:

In addition to those liens arising under state or federal law, as Vessel Owner, I grant S.I., d.b.a. Barker's Island Marina a security interest in the vessel, its equipment, furnishings and other appurtenances, to secure sums due under this agreement, including costs and attorneys' fees. In accordance with the lien granted, I further extend to S.I. a license to board the vessel, in the event of my default, and remove any machinery, equipment or material S.I. provided or installed. This license shall be deemed coupled with an interest and may not be revoked. S.I., d.b.a. Barker's Island Marina 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 this agreement.

7.) Special Conditions:

The Marina reserves the right to adjust slip assignments due to situations beyond its control; i.e. weather conditions, low lake levels, mechanical or structural problems, emergencies, etc. This agreement shall be in effect for the above stated period unless the dock and/or storage facilities are made unusable by storm, ice, freezing, fire or any other occurrence. Note: Barker's Island Marina basin & docks will be officially closed on November 1, 2010. Slip extensions will not be granted after this date.

Slip Lease signed this _____ day of _____, 2010.

 Tenant

 Sailboats Inc., d.b.a. Barker's Island Marina

Partnerships - All Partners must submit a signed Lease. Corporations - At least two Corp. Officers must submit a signed Lease.
 Terms are effective 1/1/2010 and are subject to change without notice.

RULES AND REGULATIONS COVERING USE OF BARKER'S ISLAND MARINA

- The word "Marina" is used here to indicate any person authorized to represent the operators of the Barker's Island Marina.
- The word "Tenant(s)" is used here to indicate the owner (or owner's authorized representative) of any boat moored in the Marina.
- To be admitted and to continue as a Tenant of the Marina, a boat must be registered, identified, marked, equipped and maintained as required by law and safe practice.
- The Tenants agree to have their boats insured by complete marine coverage including liability. Tenants will be held responsible for all damage they or their boats may cause to other boats in the Marina, or to the structures or facilities thereof.
- Alterations or additions to docks, slips, or other facilities may only be done by the Marina. Dock storage box design, dimensions and construction must be approved by the Marina prior to installation.
- The extent of boat repairs and maintenance permitted at dockside is at the discretion of the Marina. Generally, major repairs are not allowed. No outside contractors or service organizations or individuals will be permitted to undertake any work on boats in the Marina without the approval of the Marina.
- Swimming, diving or fishing is not permitted in the Marina.
- Fish cleaning is only permitted at the fish cleaning station located at the public ramp. Disposal of fish entrails into the water or into all Marina refuse containers and dumpsters is prohibited.
- Advertising or soliciting shall not be permitted in any part of the Marina.
- Courtesy carts are to be promptly returned to the head of the dock after use.
- Proper disposal of trash, waste and recyclables shall be done in accordance with all laws and ordinances. Use of trash and recycling containers provided by the Marina is required.
- Movement of boats within the Marina must be on a "no wake" basis.
- Fires are not permitted anywhere within the Marina.
- Parking of vehicles and or trailers is at the risk of the owner. Neither the Marina nor the City of Superior, Wisconsin shall be liable for damage, misuse, theft, or any other loss sustained by the owner while parked on Marina property.
- Pets are permitted as long as they do not disturb others. They must be leashed at all times. Pets needing to relieve themselves should be walked in the designated dog walking area by the cradle lot. Pet waste must be cleaned up immediately.
- Tenants shall conduct themselves so as not to annoy, bother, or interfere unreasonably with the rights and privileges of the other Tenants. Tenants are responsible for the conduct of their guests.
- Tenants may not sublet slips nor do they have the right to allow the slip assigned in the contract to be used by any other than Tenant.
- In the event of storm or other adverse weather conditions, the Marina may allow any boat seeking a harbor of refuge to use the leased slip if the slip is not actually occupied by a boat at the time.
- Marina reserves the right to use slip when unoccupied by Tenants.
- While at Barker's Island Marina, all vessels must be maintained in a neat, attractive and seaworthy condition, capable of operating under their own power.
- While at Barker's Island Marina, Tenants, their agents, or their guests, agree to abide by all boating regulations of the United States, State of Wisconsin, and City of Superior, Wisconsin, and such rules and regulations of the Barker's Island Marina as may be established hereafter.
- FOR SALE (or equivalent) signs are not permitted to be displayed on any boat except as provided by the Marina.
- Chartering, or rental, of boats is expressly prohibited except as provided by the Marina.
- Partnership: Each partner must fill out an agreement.
- Fueling of boats other than as provided by the Marina is prohibited. Storage of fuel on the docks is prohibited.
- Barker's Island Marina reserves the right to affix an identification sticker on boats owned by Marina Tenants.
- As of June 10th, boats in dry storage that have not secured dockage at Barker's Island Marina for the current season will be assessed additional storage charges.
- Winter storage includes: cradle or trailer storage during boating season. Trailers for boats not being winter stored may be stored with us during the boating season for \$6.75/foot based on boat length.
- Discharge of toilet waste into Marina waters is prohibited. Emptying of portable toilets in restrooms is prohibited; they should only be emptied at the dump station, which is located outside, near the east corner of the service building.
- Proper use, cleanup and disposal of all boat maintenance products and waste are required. Disposal or discharge of such products onto the land or into the waters of the Marina is prohibited.
- All rigging and halyards shall be secured so as not to disturb other tenants. Marina reserves the right to secure such rigging as necessary and to bill Tenants accordingly.