



Outdoor Storage Agreement

Tenant agrees to the following:

- LOSS OF BOAT OR CONTENTS:** Tenant acknowledges that any loss or damage to the boat or contents is and shall remain the responsibility of Tenant, including but not limited to vandalism, malicious mischief or theft. Accordingly, Tenant shall provide his own insurance for such losses and hereby releases any and all claims against Marina with respect to loss or damage to such boat or contents even if caused by the exclusive negligence of Marina.
- LOSS TO PROPERTY OF OTHERS:** Tenant hereby assumes full responsibility for damage done by Tenant, his agent or invitees to Marina facilities or the property of others and accordingly hereby agrees to hold Marina and the City of Superior, Wisconsin harmless there from, including the obligation to defend. Tenant, upon demand, shall provide Marina with evidence of adequate liability insurance coverage to insure the risks assumed herein.
- CITY NOT TO BE LIABLE:** The City of Superior, Wisconsin its agents and employees, shall not be liable for the care or protection of the boat including her gear, equipment, and contents or for any loss or damage of whatever kind or matter to the boat, her contents, gear, or equipment. Tenant indemnifies and holds the City of Superior, Wisconsin, its agents and employees harmless against any loss, cost, personal injury, or claim arising out of any use of Barker's Island and the Marina facilities; or any handling of boats in connection therewith or from theft, storm, vandalism; or any other cause of damage or personal injury, whether or not such loss, cost, suit, personal injury claim is based upon the sole negligence of the City of Superior, Wisconsin, its agents and employees.
- MARINA RULES:** Tenant agrees to comply with the rules and regulations of the Marina, a copy of the current rules being attached hereto and incorporated herein by reference. Tenant further understands such rules and regulations may change from time-to-time at the option of Marina.
- NO WAIVER:** Should Marina fail to insist upon strict compliance herewith or with the rules and regulations the same shall not be deemed a waiver of the right to insist upon the same in the future.
- DESTRUCTION:** If the Marina facilities are damaged to such extent that it is unreasonable or impracticable for Marina to provide this slip for use of Tenant, then Marina shall be excused from performance herein. In such event, any unused by prepaid dockage fee shall be returned pro-rata.
- LEGAL CLARIFICATION:** In addition to those liens arising under state or federal law, as Vessel owner, I grant Sailboats Inc., 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 Sailboats Inc. a license to board the vessel, in the event of my default, and remove any machinery, equipment or material Sailboats Inc. provided or installed. This license shall be deemed coupled with an interest and may not be revoked. Sailboats Inc. 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. All sums owing to Marina for services and purchases shall bear an interest rate of 1.5% per month, 18% annum on all past due balances. Tenant shall be liable for all attorney's fees and costs incurred in the collection thereof.

Tenant affirms that he has read the terms above stated; that he understands same and agrees to such terms and has received a copy of the rules and regulations and a copy of the contract.

Print Name: _____	Phone #: _____	Date: _____
Signature: _____	For Marina By: _____	

Rules And Regulations Covering Use Of The 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" is used here to indicate the owner (or his authorized representative) of any boat stored in the Marina.
- The Tenant agrees to have his boat insured by complete marine coverage including liability. Each Tenant will be held responsible for damage he may cause to other boats in the Marina or to the structures or facilities thereof.
- The extent of boat repairs and maintenance permitted at the storage site 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.
- Advertising or soliciting shall not be permitted in any part of the Marina.
- Parking and storage of vehicles, boats 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 or stored on Marina Property.
- FOR SALE (or equivalent) signs are not permitted to be displayed on any boat.
- As of June 10th, boats in dry storage that have not secured dockage at Barker's Island Marina will be assessed additional storage charges.
- 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.
- Tenant is responsible for the sound condition of their storage cradle or storage supports.