

2015 MOORING LEASE AGREEMENT MARSHALL PARK

OFFICE USE	
BUOY SITE	PERMIT NUMBER
DINGHY LOCATION	PERMIT NUMBER
PARKING PERMITS	ISSUED BY/DATE SENT

The City of Madison, through the Parks Division, hereinafter named "LESSOR", and _____, hereinafter named "LESSEE", do hereby agree as follows:

PREMISES AND RENT:

For the use of buoy or dinghy location indicated above ("lease location") for the 2015 mooring period, Lessee agrees to pay the City of Madison the total sum listed below, not later than **April 1, 2015**. The mooring period shall run from **May 1, 2015** through **October 20, 2015**, which dates may be modified by the Parks Division based upon weather conditions.

Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Email(s): _____

Daytime Phone: _____ Work: _____ Cell: _____

City of Madison Resident? Yes \$812.35 (\$770.00 + tax) No \$1,123.60 (\$1,065.00 + tax)

CONDITIONS:

Lessee further agrees that the use of the lease location is subject to the following conditions:

- a) The lease location shall only be used to moor sailing craft currently and properly registered with the Wisconsin Department of Natural Resources and/or store one (1) dinghy owned and used by the Lessee. (Some Dinghies may be exempt from DNR registration). **Lessee may not assign or transfer this lease or sublease space or sublease the watercraft(s) without prior written consent of the Parks Division. The Lessee's boat(s) are described as follows:**

PLEASE PROVIDE SAILBOAT AND DINGHY INFORMATION:

Description of Sailing Craft to be Moored	Description of Dinghy to be Stored
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WI Registration Number:	WI Registration Number:
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Length:	Hull Material:
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Draft:	Other Identification of Sailboat or Dinghy:
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Amount of Free Board: _____

Manufacturer: _____

Model: _____

Hull Design: _____

- b) Lessee states that the leased mooring space is sufficient in water depth and water surface area to safely accommodate the above boat and that the leased space for dinghy storage is sufficient to safely accommodate the above dinghy.
- c) The Lessee will affix permit stickers as described in this agreement. Stickers shall be affixed by their own adhesive to the port side and as far aft as possible and as far above the water line as practical on each watercraft named above.
- d) Lessee agrees to secure and lock boat(s) when the Lessee is not present.
- e) Lessee agrees to only utilize anchoring devices provided by the City when moored in the Marshall Park mooring field.
- f) Lessee will immediately notify the Parks Division and/or the Madison Police Department of theft, vandalism, and needed repair of any city equipment in the mooring field.
- g) Lessee will notify the Parks Division if he/she does not intend to utilize space or mooring area for 30 or more consecutive days during the lease period.
- h) Lessee agrees that information regarding ownership and boat description contained herein corresponds to information on file with the Wisconsin Department of Natural Resources.

INSURANCE AND INDEMNIFICATION:

- a) No later than April 1, 2015, Lessee will submit a certificate of insurance providing evidence of liability insurance with limits in an amount not less than \$300,000 with the City of Madison, its officers, officials, agents and employees named as “additional insureds”. The City Risk Manager must approve all documents.
- b) In consideration of the amount of rent to be paid for the boat mooring and/or space, it is agreed that ALL PROPERTY MOORED AND/OR STORED WITHIN THE LEASE LOCATION SHALL BE AT THE LESSEE’S SOLE RISK. Lessee also agrees to hold the City of Madison, its officers, officials, agents and employees neither liable nor responsible for any loss or damage to Lessee’s boat, boat equipment, and personal property while same is in storage or on property owned and controlled by the City of Madison. Lessee further agrees to indemnify, defend and hold harmless the City Madison, its officers, officials, agents and employees against all claims, liability, loss, damage, or expense incurred by the City of Madison on account of injury or death of any person, or on account of any damage to property caused by or resulting from the operation of the Lessee’s boat(s) and the use of the boat storage/mooring spaces.

TERMINATION:

- a) Lessee’s Option. Lessee may terminate this lease upon thirty (30) days written notice to Lessor. If Lessee exercises this option, he/she does so without rights to recover any rent which has been paid in advance.
- b) Lessor’s Option. The Lessor may terminate this lease without further obligation to the Lessee for any reason by giving thirty (30) days written notice to the Lessee. In the event the Lessor exercises this option of termination before the expiration of the lease, the Lessor will return to the Lessee a prorated share of any rent which has been paid in advance of the date the premises are vacated after deducting any expenses incurred by Lessor in replacing or repairing of assorted equipment or removing and storing the property of the Lessee.
- c) For Violations of Restrictions. Lessor shall terminate this lease for violation of any term or restrictions of this lease. The Lessor will give the Lessee seven (7) days written notice of any such violation by mailing a notice of termination to the Lessee’s address as shown on this lease. If the violation is not corrected, the lease shall be terminated.

PREMISES TO BE VACATED:

In the event of lease termination, the Lessee shall remove all property belonging to the Lessee from the lease location by the end of the day this lease expires or the termination date and leave all City equipment in good condition. In the event the lease location is not completely vacated by the termination and/or expiration date of the lease, the Parks Division may or may not cause the removal of boat(s) and all other property of the Lessee. Lessee shall be liable for all costs incurred in removal and storage of said property. In the event the property is not claimed within sixty (60) days, the contents may be disposed of by sale of the goods.

I have read and understand these rules and agree to the terms stated herein.

Lessee Signature Date

Lessor Signature Date

Printed Name and Title



City of Madison Parks Division
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