



# VILLAGE OF WINNECONNE

*The Community of Opportunity*

30 South First Street - P.O. Box 488 - Winneconne, Wisconsin 54986-0488 - 920-582-4381

www.winneconnewi.gov

## 2021 Village of Winneconne

### Slip Rental Agreement

Please read binding terms and conditions on next page

Name: \_\_\_\_\_ Second Contact: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Phone: \_\_\_\_\_ Home Cell Email: \_\_\_\_\_  
REQUIRED

Only the Boat described below will be allowed to occupy the slip assigned:

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Name: \_\_\_\_\_

Length: \_\_\_\_\_ Beam: \_\_\_\_\_ WI/Fed Reg#: \_\_\_\_\_

Boat Company to call in case of emergency: \_\_\_\_\_

**\*\*The Village assumes no responsibility for theft or damage to a Boat or its contents whatsoever.\*\***

**The Undersigned has read and fully understands the terms and conditions on page two of this agreement**

Signature of Renter (Must also be owner of Boat) \_\_\_\_\_ Date \_\_\_\_\_

Village Representative: \_\_\_\_\_  
Signature Date

#### 2021 Full Season Slip Rate (Full Season: May 15 – Oct 15)

<b>Village Resident* Fees</b>	_____ \$30 per foot	\$ _____
<b>Non-Resident Fees</b>	_____ \$40 per foot	\$ _____
	<b>Sub-Total</b>	\$ _____
	<b>5% Sales Tax</b>	\$ _____
	All fees are taxable	
	<b>Total Due</b>	\$ _____

Total to be paid in full prior to slip rental approval by Village.

\*Residency is determined by the Boat owner's driver's license

#### For Village Use Only

Date Paid: \_\_\_\_\_ Rec'ed By: \_\_\_\_\_ Check/CC Payment \$ \_\_\_\_\_

SLIP NUMBER ASSIGNED: \_\_\_\_\_

## Agreement Conditions

Village of Winneconne (the "Village"), in consideration of the Rental Fee paid by Renter, hereby grants to the Renter this Agreement to use the Boat Slip listed on page 1, located at Waterfront Park in the Village of Winneconne, Wisconsin.

This Boat Slip Rental is subject to the following terms and conditions, which Renter agrees to abide by:

1. Renter agrees to pay a Rental fee for the sum indicated page 1, which shall permit the Renter the right to occupy the Boat Slip for the rental period as indicated on page 1.
2. Full payment of Boat Slip Rental Fee is due upon submission of this Agreement for approval by the Village. The signing of this Rental Agreement by the Renter and the delivery thereof with full payment to the Village does not constitute a reservation for any Boat Slip or an agreement to enter into a Rental Agreement. **This Rental Agreement shall become effective only if and when the Village signs and delivers the same to Renter.** If Renter requests termination of this Rental Agreement in writing, the Renter shall be entitled to a refund on the following basis: Terminate before Jan. 31, receive full refund; Terminate in February, receive 70% refund; Terminate in March, receive 60% refund; Terminate after April 1, no refund will be given. If the Agreement is not approved by the Village for any reason, the Boat Slip Rental Fee shall be returned to Renter in full.
3. The Village shall determine the selection and location of Boat Slip assignments at its sole discretion.
4. Neither the Village nor its agents or employees shall be liable to the Renter, its agents, servants, or guests, for injury to person or damages to or loss of property, including the Boat and its contents, wherever located. This provision includes without limitation, all claims arising from theft, personal injury, weather damage, wave damage, storm power outage, improper electrical hookup, the condition of the dock and vandalism or other criminal damage. Renter agrees to indemnify and hold the Village harmless from any claims or liabilities arising out of any occurrences related to the rental or use of the Boat Slip.
5. Renter agrees to comply with any and all laws, codes, rules and regulations promulgated by any governmental body authority and including, without limitation, any and all rules and regulations contained in the Village Code of Ordinance and any other rules or regulations promulgated by the Wisconsin Department of Natural Resources.
6. The Village reserves the right to terminate this Agreement at any time for any reason, and Renter shall remove the boat from the Boat Slip within five (5) days after written notice via regular mail of termination. In such event, the Village shall refund the remaining portion of the Rental Fee for the season after deducting such costs and expenses as may be incurred by the Village which are to be paid by the Renter as herein provided.
7. This Agreement is not assignable and is valid only for the Slip and the Boat described on page 1. If Renter transfers ownership of the Boat during the term of this Agreement: a) this Agreement is null and void; b) no refund shall be given; c) such transfer shall be a breach of this Agreement and subject to the remedies in paragraph 13.
8. Renter shall not be allowed to place any dock boxes, chairs, bumpers, appendages/attachments or slip modifications to the docks.
9. Only the Boat listed on page 1 is allowed in the Boat Slip. No other boat or watercraft shall be tied or affixed to the Boat or the Boat Slip at any time.
10. The use of the Boat Slip to repair or service a boat or other watercraft is prohibited.
11. Boats and their contents shall not be covered by any type of non-standard boat covering, including tarps, plastic bags or any other material which at the sole discretion of the Village is considered to be unsightly.
12. The use of carpeting or covering material of any type is strictly prohibited on dock walkways or posts to ensure drying of lumber and proper pier ventilation.
13. **If Renter fails to comply with this Agreement in any way (a "breach"), the Village shall give notice of the breach and the requirements to cure such breach to Renter via regular mail. If the breach is not cured within 5 business days of the written notice, a fee of \$25/day shall accrue for every day the breach continues, beginning with the first day the breach occurred. At its sole discretion, after the 5-day cure period, the Village may also cure the breach, including removal of the Boat or other watercraft, and charge the cost of such cure back to Renter including costs of collection and reasonable attorney fees. If such cure including removal of the Boat, other watercraft or property, the Village or its agents may take possession of such property and cause it to be removed for storage at such place as may be convenient for the Village. Renter hereby appoints the Village as its duly authorized agent with complete power of attorney to remove the property and cause it to be stored as herein provided. The Renter agrees to pay all costs and expenses incurred by the Village in removing the boat and causing it to be stored and all expenses, including reasonable attorney's fees, in collecting such costs and expenses from the Renter. Any Boat, watercraft or other property not removed shall also be deemed to be an "abandoned vehicle" and shall be additionally subject to all provisions of Chapter 497 of Village of Winneconne Ordinances.**
14. This Rental Agreement is non-renewable and gives the Renter no rights to be offered a Rental Agreement for any subsequent season.
15. The terms, covenants and conditions of this agreement may be modified, amended, or varied only by a written agreement, signed by the Village Board of Trustees and the Renter.
16. Bow pulpits, swim platforms, or any other exterior protrusions from a boat shall not extend over the pier or sidewalks and shall in no way impede pedestrian or vehicular access to the dock areas.
17. Renters shall maintain comprehensive public liability insurance while Renter's boat is docked on Village property.
18. Disposal of fish waste is not allowed in waste cans on Village property. Fine of \$92.50 per occurrence will be charged for failure to comply. Village Ordinance 393-1.
19. Park only in assigned Boat Slip. If an issue arises with the assigned slip, please contact Village office at 920-582-4381, or Police after hours at 920-582-9944.
20. Overnight camping or sleeping in any vehicle other than on Renter's boat is prohibited per Village Ordinance 409-1.
21. Additional rules or restrictions may be added with notices posted at the Village office.