



# 2019 Marina Membership and Slip Rental Agreement

Please read license conditions on next page.

Member #1 Name: \_\_\_\_\_ Member #2 Name: \_\_\_\_\_

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

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

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

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Name of Boat: \_\_\_\_\_

Length: \_\_\_\_\_ Beam: \_\_\_\_\_ WI / Fed Registration #: \_\_\_\_\_ Insurance Carrier: \_\_\_\_\_

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

\*Lake Lawn Resort assumes no responsibility whatsoever

**THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THE TERMS AND CONDITIONS ON PAGE TWO OF THIS AGREEMENT.**

Signature of Licensee \_\_\_\_\_ Date \_\_\_\_\_ Lake Lawn Resort – General Manager \_\_\_\_\_ Date \_\_\_\_\_

### 2019 SHORT TERM SLIP RATES

	MONTHLY	WEEKLY	DAILY / OVERNIGHT	START DATE: _____	END DATE: _____
April & October	300	125	30		
May, June & September	750	180	45		
July & August	900	180	45		
					<b>TOTAL \$ _____</b>

\*Resort Guest Discounts: \$25 off weekly slip rental and \$10 off daily and overnight slip rentals for overnight guests of resort.

\*Electricity Surcharges for non-live aboard watercraft: \$5 per day for daily, overnight and weekly rentals; \$75 for monthly rentals

\*Electricity Surcharges for live aboard watercraft: \$10 per day for daily, overnight and weekly rentals; \$125 for monthly rentals

\*Surcharge for holidays & special event weekends: \$20 per day for public; \$10 per day for resort guests.

**2019 FULL SEASON SLIP BASE RATE (Full Season: April 1<sup>st</sup> - November 1<sup>st</sup>)** \$ 3300

**UPGRADE CHARGES:**

- \_\_\_ 1200 Boats Over 30' in Length - Inclusive of premier slip up-charge and electric fee \$ \_\_\_\_\_
- \_\_\_ 200 All slips on Pier A and Slips 10 & 11 on Piers B through I \$ \_\_\_\_\_
- \_\_\_ 100 Slips 1 & 20 on Piers B through I \$ \_\_\_\_\_

**ADD-ON CHARGES:**

- \_\_\_ 350 Electric - Required add-on for all slips on Pier A and Pier B and slips D10, D11, H10, H11 \$ \_\_\_\_\_
- \_\_\_ 350 Pool & Fitness Use - Valid 4/1/19-10/31/19 \$ \_\_\_\_\_
- \_\_\_ 0 Dock Box - Included in base rate; Please check if desired
- \_\_\_ 0 Trailer Storage - Included in base rate; Please check if desired

Sub-Total \$ \_\_\_\_\_

5.5% Sales Tax \$ \_\_\_\_\_  
All fees are taxable

**Total Due** \$ \_\_\_\_\_

**LOYALTY BONUS (Available to 2018 full season members):**

Purchase a 2019 full season membership and pay in full by 1/31/19 to receive a gift card for \$400;

Or, pay a deposit of at least \$500 toward a 2019 full season membership by 1/31/19 AND pay remaining balance by 4/1/19 and receive a \$200 gift card.

Gift cards are valid for use at any Lake Lawn Resort outlet; Not valid for payment of any membership dues or resort-sponsored special events.

A \$500 non-refundable deposit is due with all contracts; No boat will be allowed access to boat slip without full payment.

**FOR LAKE LAWN USE ONLY**

Date Paid: \_\_\_\_\_ Rec'd By: \_\_\_\_\_ Check \_\_\_ CC \_\_\_ PAYMENT \$ \_\_\_\_\_ BALANCE \$ \_\_\_\_\_

Date Paid: \_\_\_\_\_ Rec'd By: \_\_\_\_\_ Check \_\_\_ CC \_\_\_ PAYMENT \$ \_\_\_\_\_ BALANCE \$ \_\_\_\_\_

**SLIP # \_\_\_\_\_**

# LICENSE CONDITIONS

Lake Lawn Resort (LLR) including the owner thereof, individually and collectively, hereinafter called Lake Lawn, for and in consideration of the License fee to be paid as herein provided and in consideration of the undertakings and promise of the Licensee herein, hereby grants to the Licensee a License to use the Dock listed on page 1, located at Lake Lawn Resort Marina, Delavan, Wisconsin.

This License is made subject to the following terms and conditions:

1. Licensee agrees to pay a license fee for the sum indicated page 1, which shall permit the Licensee the right to occupy the Dock for the rental period only as indicated on page 1. The License fee is payable as indicated on page 1.
2. Full payment of Dock License fee is due as indicated page 1. Specific docks will not be held after the dates specified for payment page 1. If Licensee desires to terminate this License, the Licensee shall be entitled to a refund on the following basis, less any gift card/early payment discounts: Terminate up until Jan. 31, receive full refund, less a \$500 non-refundable deposit will be refunded; Terminate in February, receive 80% refund of License Fee; Terminate in March, receive 70% refund of License Fee; Terminate in April, receive 60% of License Fee; Terminate in May, receive 50% of License Fee; Terminations after May 31<sup>st</sup> will receive no refunds.
3. Lake Lawn shall determine Dock assignments at its sole discretion.
4. Neither Lake Lawn nor its agents shall be liable for damages to the Licensee, its agents, servants, or guests, or any person claiming through Licensee for injury to person or damages to or loss of property wherever located from any cause or for damage claimed for removal of the boat as herein provided or for eviction, actual or constructive. This provision includes particularly, but not exclusively, all claims arising from rain damage, unlocked boats, storm power outage, improper electrical hookup and vandalism.
5. Licensee agrees to hold Lake Lawn harmless from any claims or liabilities arising out of any occurrences as a result of this License Agreement.
6. Licensee agrees to comply with any and all laws, codes, rules and regulations promulgated by any governmental body authority and without limiting the generality of the foregoing, any and all rules and regulations contained in the Lake Ordinance for Delavan Lake and any other rules or regulations promulgated by the Delavan Lake Water Safety Patrol or Wisconsin Department of Natural Resources. Licensee further agrees to comply with any and all rules and regulations established by Lake Lawn for use of boats within Lake Lawn Marina and the exits to Delavan Lake and Delavan Lake proper.
7. Lake Lawn reserves the right to terminate this License at any time for any reason and Licensee shall remove the boat from the Dock within five (5) days after such notice of termination. In such event, Lake Lawn agrees to refund that part of the License Fee which the Licensee has paid for the balance of the season computed in accordance to paragraph 2 above after deducting such costs and expenses as may be incurred by Lake Lawn which are to be paid by the Licensee as herein provided.
8. The Licensee agrees to remove their boat on or before the last day of the season (November 1) or within five (5) days after notice of termination as herein provided. Failure to comply without written approval by LLR will result in a fee of \$25/day for each day after November 1<sup>st</sup> or the 5 day termination period as defined in #7 above. Lake Lawn or its agents may take possession of the boat and cause it to be removed for storage at such place as may be convenient for Lake Lawn. Licensee hereby appoints Lake Lawn as its duly authorized agent with complete power of attorney to remove the boat and cause it to be stored as herein provided. The Licensee agrees to pay all costs and expenses incurred by Lake Lawn in removing the boat and causing it to be stored and all expenses, including attorney's fees, in collecting such costs and expenses from the Licensee.
9. This License is personal to Licensee and is not assignable by the Licensee without the written consent of Lake Lawn. If Licensee sells his boat it is understood that the License cannot be sold with the boat and is void upon such sale with no refund. The new boat owner will have to make his own arrangements with Lake Lawn to acquire a new Dock License Agreement if one is available and pay a License Acceptance Fee as provided page 1. This License is good only for the Dock and the boat described on page 1. In the event of any discrepancy between the boat using the dock and the boat described on page 1, Lake Lawn reserves the right in its discretion to cancel and terminate this License Agreement on notice to Licensee in which event the boat shall be removed by Licensee within five (5) days after such notice of termination with no refund.
10. Lake Lawn employees shall only be allowed on boats while performing assigned duties.
11. If Marina maintenance requires it, Lake Lawn reserves the right to move Licensee's boat within the Marina to facilitate dredging, painting, pier repair, etc. Lake Lawn also reserves the right to remove Licensee's boat in case of emergency.
12. Boat owners are hereby notified that Lake Lawn Marina will be sprayed occasionally for weeds. Lake Lawn is not responsible for any damage that may result.
13. Parking of vehicles and trailers is only permitted in specified areas at resort. Lake Lawn reserves the right to remove vehicles from designated areas (such as fire lanes, garbage pick-up areas and areas that hinder traffic and emergency vehicles) at Licensee's expense.
14. Licensee shall not be allowed to place any dock boxes, chairs, bumpers, appendages/attachments or slip modifications to the docks without prior approval by Lake Lawn Management. Any such appendages shall be removed at Licensee expense.
15. Only one boat or personal watercraft allowed per slip. Any boat tied up in the Marina alongside of or in back of a Licensee's Dock is strictly prohibited. Daily charges will be assessed for additional watercraft.
16. Trailer storage shall be the responsibility of the boat Licensee. Boat trailers, campers, mobile home trailers, trucks, vacation vehicles, vans and buses are prohibited in any of Lake Lawn parking facilities. Lake Lawn reserves the right to remove such vehicles/trailers at Licensee's expense.
17. The use of cooking devices of any sort prohibited. Failure to comply will result in \$100/fine per incident from LLR.
18. The use of the Dock to make major boat repairs as determined by Lake Lawn, in its discretion, is prohibited.
19. The Licensee shall be obligated to remove any and all temporary tarps, polyethylene bags or covers or any other material which at the sole discretion of Lake Lawn are considered to be unsightly.
20. The use of carpeting or covering material of any type is strictly prohibited on walkways or posts to ensure drying of lumber and proper pier ventilation.
21. The maximum allowable boat within a slip that will be licensed in Lake Lawn Marina will not exceed 30 feet in length from bow to stern and/or have a beam wider than 10 feet (excluding the bow pulpit and swimming platform) and shall be otherwise subject to all applicable laws, codes, rules and regulations promulgated by any governmental body, agency or authority.
22. This License Agreement is non-renewable and gives Licensee no rights to be offered a License Agreement for any subsequent season.
23. The signing of this License Agreement by Licensee and the delivery thereof to Lake Lawn or its agent does not constitute a reservation of or option for any Dock in Lake Lawn Marina or an agreement to enter into a License Agreement and this License Agreement shall become effective only if and when Lake Lawn signs and delivers the same to Licensee.
24. The terms, covenants and conditions of this license may be modified, amended, or varied only by a written agreement, signed by the General Manager of Lake Lawn.
25. 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 Marina areas.
26. Licensee shall maintain comprehensive public liability insurance while Licensee's boat is docked at Lake Lawn Marina.
27. Overnight slip renters must vacate the rented slip by 12:00 p.m. on day of scheduled departure.
28. No fishing, grilling or picnicking is allowed on Lake Lawn Resort grounds. No portable gas cans are allowed on Lake Lawn Resort property.
29. Disposal of fish waste is not allowed in waste cans on Lake Lawn Resort property. Fine of \$50 per occurrence will be charged for failure to comply
30. Boat trailer parking is only allowed on the grass lot behind the Marina building.
31. Park only in assigned slip. If an issue arises with assigned slip, contact marina office at 262-725-9207, or security after hours at 262-728-7950.
32. Overnight camping or sleeping in any vehicle other than on licensee's boat is prohibited.
33. All guests staying overnight, on board the boat, in the marina, are required to complete an additional registration form at the marina office prior to stay for each overnight occurrence.
34. Commercial marina activity, rental of licensee's boat(s), or sub-rents of slips is strictly prohibited unless approved by Lake Lawn Resort Management and can result in immediate termination of agreement with no refund.
35. Additional rules or restrictions may be added with notice posted at marina office.