

Loon's Foot Marine, LLC
Vessel Dockage & Storage Rental Agreement
Thank you for choosing Loon's Foot Marine!!

Boat Name: _____ ☐ Power ☐ Sail **Length (LOA*):** _____

Legal Owner(s): _____

Address : _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Email:** _____

Make/Model/Year: _____ **Lock Combo/Key** _____

Hull #: _____ **Registration#/or USCG** _____ **EXP** _____

Contract Agreement Terms and Rules

1. Hold Harmless

- You ("Tenant(s)") accept full responsibility for your vessel, gear, vehicle, and guests.
- Loon's Foot Marine, LLC ("Marina"), its members, employees, agents are not liable for any loss, damage, or injury, bodily or otherwise, —caused by storms, theft, vandalism, accidents, or any other reason including negligence.
- You release the Marina from all liability, whether caused by your or others' actions. Storage and Dockage at Loon's Foot Marine property is **at your own risk**.
- Marina is not liable for acts of nature.
- Vehicles and trailers parked on-site are parked at your own risk.
- Marina is not responsible for keeping your boat in safe and sound condition.

2. Term

- **Effective Date:** The earlier of the contract signing date or vessel entry onto Marina premises.
- This agreement remains in force as long as your vessel, trailer, cradle, or vehicle is on Marina property. Rates will update as applicable.

3. Seasons

- **Winter Storage:** November 1–April 30 (or agreed haul-out and launch dates).
- **Summer Storage:** May 1–October 31
- Vessels still stored after June 10 will incur extra charges.
- Trailers/cradles/stands for non-dockage customers are subject to summer storage costs at trailer/cradle rate
- Storage beyond 18 months may incur surcharges; Marina will notify in advance.
- **Dockage Season:** May 1–October 15, subject to ice conditions.

4. Fees & Payment

- Payments are **due upon invoice receipt**.
- Late payments (30+ days) incur 1.5% monthly interest (18% annual).
- The Marina may require payment at the start of each season or when services are rendered.
- Rates and fees are on display at the Marina office and available on request.

5. Insurance & Liability

- **You must maintain sufficient insurance** (minimum of liability including for oil spill) on your vessel and show proof when entering this contract & upon request.
- **Loss of Property to Others:** You (Tenant(s)) accept full responsibility for any damage caused by you, your guests, your vessel, etc. You hold the Marina harmless there from, including the obligation to defend.

6. Assignment & Use

- No subleasing.
- The Marina may reassign or terminate storage or dock space as needed.
- The Marina reserves the right to use a slip when unoccupied by Tenant(s).
- You may not alter Marina facilities without permission.
- You agree to maintain your cradle/trailer/stands and coverings in good condition and keep your area clean and safe.
- You agree to maintain your boat in operational condition.
- Marina will not accept boats in storage for the purpose of selling the boat.

7. Utilities

- Electrical access and use is limited, only available with pre-approval.
- High-power appliance use is prohibited without pre-approval.
- Living aboard vessels is not allowed in dry storage.

8. Repairs

- **Allowed:** Routine maintenance; cleaning, varnish, bottom paint, oil change, minor repairs.
- **Not Allowed Without Permission:** Major repairs (e.g., engine or major hull work, welding, or any project that is potentially damaging to the property or environment). Approved major repairs will be done responsibly.
- Pre-approval required for any outside contractors with the Marina's right to refuse.
- No long term project boats will be allowed.

9. Environmental Compliance & Access

- Discharge of oil, fuel, antifreeze, waste, or any pollutants is strictly prohibited by law.
- You are fully responsible for any environmental cleanup.
- You must permit Marina staff, emergency responders, or law enforcement to access your vessel in emergencies.
- You agree to provide a key or lock combo to the Marina for such situations.

10. Swimming

- Swimming near docks is risky and not allowed.

11. Pets

- Pets are welcome, owners are responsible for their pet. The Marina reserves the right to ban any pet deemed dangerous or disruptive.

12. Security Interest & Liens

- You grant the Marina a security interest in your vessel and associated property, equipment, and other appurtenances for unpaid fees, in accordance with Wisconsin laws (including Wis. Stats. §§ 779.43, 779.48, and Ch. 780).
- **The Marina may place a lien, retain your vessel, or auction it (with proper notice per Wisc. law) if you default.**
- The Marina reserves the right to file a financing statement with the Wisconsin Dept. of Financial Institutions.
- You will be responsible for costs associated with securing funds under this agreement, including court & legal fees.
- **Default: Payment overdue by 30 days or failure to comply within 15 days of a written notice.**

13. Termination

- You or the Marina may terminate this agreement with 60 days' written notice to your address on record.
- On termination, you must immediately remove your vessel and property.
- The Marina can terminate immediately if any part of this agreement/contract/marina rules is/are breached.
- You agree to keep Marina updated with your contact information and to notify Marina if your boat is being sold.

14. Waiver

- Any waiver by the Marina of contract terms is not considered a permanent waiver.

Acknowledgment:

I have read, understand, and agree to the above terms for as long as my vessel and/or related property is at Loon's Foot Marine.

Tenant(s) Signature(s):

1. _____ Date: _____

2. _____ Date: _____

For Loon's Foot Marine, LLC:

Date

*Rates based on length will be LOA or Length Over All, including bowsprit, swim platform, trailer tongue, etc.
Measurements will be taken by the Marina.

Please read the entire contract and feel free to discuss any concerns or ask any questions!