

BIRON DOCK RENTAL AGREEMENT 2024 MAY 15, 2024 – OCTOBER 15, 2024, 8:00 AM

Weather Permitting

Seasonal dock/boat slip reservations are accepted on a first come basis. Reservations can be made in person or by phone at 715-423-6580. The seasonal dock/slip rental fee is \$975.00 (plus \$53.63 tax) for the period of May 15, 2024 – October 15, 2024, Weather Permitting, 8:00 A.M.

The seasonal dock/slip rental fee for **2025** will be **\$1055.00** (\$1000.00 + \$55.00 tax). Biron reserves the right to revise these fees if needed.

Payment must be made by cash or check only. Initial payment of \$200.00 is due by January 1 to reserve the same dock/slip for the next year and the balance of the rental fee is due by April 1 for the seasonal dock slip.

There is a limit of 2 dock/slip rentals per customer. If a customer is interested in more than 2 docks/slips, they can be placed on a waiting list and if there are additional dock/slips available February 1, they will be contacted. The dock/slips are designed for boats with a maximum length of 26 feet. Boat lifts with canopies are permitted. Canopies cannot extend more than 6 feet above the dock height and canopies' colors are limited to black or gray. Boat lifts and canopies must be removed from the water and stored off-site by the customer prior to October 1 each year. No overnight camping is allowed on boats.

Date:	
Customer Name:	
Address:	
Email:	
City/State/Zip:	
Phone Number:	
Rig Type & Model:	
Boat Registration	
Number:	
Boat Insurance Carrier:	
Date Deposit Paid:	
Deposit Amount Paid:	
(Min. Deposit 200.00)	
Date Balance Paid:	
Balance Amount Paid:	
(\$1028.63 Total with deposit and sales tax)	
Dock/Slip Number	
Assigned to Customer:	

NOTICE: By accepting dock license privileges pursuant to this Agreement, the Customer agrees to be bound by the attached Dock Rental Rules and Regulations. **Continue on the other side.**

DOCK RENTAL RULES AND REGULATIONS

- 1. <u>Termination</u>. The Village may unilaterally terminate this Agreement at any time and for any reason by providing at least thirty (30) days' notice. In the event a customer violates this Agreement or any Village ordinance, the Village may terminate the Agreement without notice.
- **2. Assignment.** The Customer is not permitted to assign any right conferred by this Agreement or sublet any part of the leased premises in whole or in part.
- 3. <u>End of Season Vacating Slip.</u> The renter is responsible for vacating the slip by this rental agreement end date and time. If the Vessel is not removed from the slip by the end date, a fee of \$150.00 will be charged to the renter for removal and \$20.00 per day for storage until it is claimed. The Customer will not hold the Village of Biron responsible for any damage that may occur during this removal process or during storage of the vessel.
- 4. <u>Current Contact Information</u>. To remain in compliance with this rental agreement the Village of Biron needs to have your current contact information. Information on rig type, model number, license number and current insurance information must be on file.
- 5. <u>Damage to Docks</u>. The customer is responsible for any damage to the dock beyond normal wear and tear as determined by the Village, and the cost to repair such damage shall be the sole responsibility of the Customer. Seasonal dock/boat slip reservations will not be accepted from customers with outstanding balances.
- **Village Access.** The Customer agrees that the Village and its employees, agents, contractors, and designees may enter the dock premises at all reasonable times to view and inspect the dock premises.
- 7. **Prohibited Actions by Customer.** The Customer may not do any of the following:
 - a. Make improvements or material changes of any kind to the dock premises.
 - b. Construct any building or structure of any kind on the premises.
 - c. Make any changes of any kind to the shoreline or natural surroundings.
 - d. Leave personal property of any kind unattended on the dock when not in use.
 - e. Fail to secure boats to the dock when not in use.
 - f. Store equipment on the dock or in the dock premises area.
 - g. Installation of boat/pontoon lift with a canopy that does not meet Biron's height & color requirements.
 - h. No overnight stays are allowed on boats at the docks.
- **8. Insurance.** Customer must provide proof of boat/watercraft liability insurance at the time of dock rental.
- 9. <u>Indemnification</u>. The Customer shall hold the Village harmless from and indemnify the Village for any and all liabilities, claims or suits of any nature whatsoever, for personal injury or death, for property damage and/or loss, and/or for civil or criminal penalties of any nature whatsoever which may arise out of the Customer's use and occupancy of the dock premises. The Customer is required to provide proof of insurance with their signed agreement.
- 10. <u>Compliance with Laws</u>. The Customer agrees to comply with all applicable laws, rules, regulations, and codes of all governmental authorities during the rental term, including but not limited to those promulgated by the Federal Energy Regulatory Commission and Department of Natural Resources.
- 11. <u>Binding Effect</u>. The covenants and agreements contained herein supersede all previous agreements (written or verbal) between the parties regarding the dock premises and are binding on the parties hereto and upon their respective heirs, successors, and assigns.

Signature of Dock Renter: Date:
