

BIRON DOCK RENTAL AGREEMENT

Seasonal dock/boat slip reservations are accepted on a first come basis beginning January 1, 2020 for the current year from the Village of Biron. Reservations can be made in person or by phone at 715-423-6580. The seasonal dock/slip rental fee is \$885.00 (plus tax) for the period of May 15, 2020 – October 15, 2020 (weather permitting). The dock/slips are designed for boats with a maximum length of 26 feet. Biron has established rates for future years: 2021 - \$900.00 (plus tax), 2022 - \$915.00 (plus tax). Biron reserves the right to revise these fees if needed.

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. 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:	
City/State/Zip:	
Phone Number:	
Rig Type & Model:	
License Number:	
Date Deposit was Paid:	
Deposit Amount Paid:	
(Min. Deposit 200.00)	
Date Balance Due Paid:	
Balance Amount Paid:	
(\$933.68 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.

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 that 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.
- **Damage to Docks.** 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.
- **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.
- **5. 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.
- **6. Insurance.** Customer must provide proof of boat/watercraft liability insurance at the time of dock rental.
- 7. <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.
- **8.** <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.
- **9. Binding Effect.** The covenants and agreements contained herein supersede any and 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: