

## 2024 ASHLAND MARINA RULES

1. The word “Marina” is used here to indicate any person authorized to represent the Ashland Marina. The word “TENANT” is used here to indicate the Owner of the registered boat described above and docked or stored at the Oredock.
2.
  - a) Slip rental as stated in this lease shall be in strict accordance and if Tenant breaches or violates any provision herein, then the Marina shall have the right after ten (10) days written notice to Tenant at the address of Tenant reflected on the lease herein, to declare the balance of this lease terminated. In that event, any possible reimbursement for docking fees shall be forfeited as liquidated damages to the Marina.
  - b) THIS LEASE IS NON-TRANSFERABLE AND ANY SUBLEASE OR ASSIGNMENT OF ANY NATURE WHATSOEVER SHALL BE CONSIDERED AN ABSOLUTE BREACH.
3. To be admitted and to continue as a Tenant of the Marina, a tenant must declare at the inception of this lease if the boat is for hire or lease.
4. Each Tenant agrees to have his boat properly insured and shall provide proof of liability insurance in an amount no less than \$500,000 per occasion and list the City of Ashland as Additional Insured on the policy. Tenant will be held responsible for damage he may cause to other boats in the Marina or to the structure or facilities thereof.
5. All reasonable precautions will be taken by the Marina to ensure the Tenant’s property and safety. However, the Marina assumes no responsibility for the safety of any vessel stored in the Marina and will not be liable for fire, theft, sinking or damage to said vessel, its equipment or any property in or on said vessel, however arising.
6. The Marina shall not be liable for any loss of property by theft, burglary or otherwise from said slips or dockage space or from Tenant’s boat, nor shall the Marina be liable for any damage or injury to any person or property in and about the Marina premises including the slips and dockage space that may be caused by the elements, by the Marina employees, by Tenants guests and invitees or by any other cause whatsoever, and the Tenant hereby covenants and agrees to make no claim for such loss, damage or injury at any time against the Marina and covenants and agrees to indemnify and hold harmless the Marina therefrom.
7. All boats shall be secured in their berths in a safe and secure manner. The Marina shall have the authority to correct any non-conformance to this policy and assess reasonable costs incurred. Bow pulpits or other attachments to a Tenant’s boat must not extend past the pedestal. Boats will not extend over five feet on finger pier.
8. The Tenant (and guests for whom he is responsible) agrees to conduct himself at all times when on the premises of the Marina, or on any boat docked therein, so as to create no annoyance, hazard, or nuisance to the Marina or other Tenants. Noise shall be kept to a minimum at all times. Discretion shall be used in operation of engines, generators, radios and TVs so as not to create a nuisance or disturbance.
9. No contractor, service organization and/or individuals will be permitted to perform any work on boats on or adjacent to Oredock without written approval of the Marina and proof of one million dollars (\$1,000,000.00) liability coverage. All clean-up or damage

to the Marina as a result of this work will be paid for by the Tenant. Vendors will list Ashland Marina as additional insured.

10. When a boat enters the Marina, it immediately comes under jurisdiction of the Marina and shall be berthed only in its assigned area.
11. The marina management reserves the right to relocate boats to another slip as vacancies occur should that boat be occupying a slip that is longer than required.
12. The marina management reserves the right to relocate boats to another slip or deny slip lease, if, in its judgement, a boat is inappropriate for a certain slip because of width, draft, length, or maneuverability.
13. Transfer of boats between slips is not allowed without Manager's approval.
14. In order to accommodate slip repair and maintenance, the Marina reserves the right to temporarily relocate a boat to protect it from damage.
15. There shall be no fueling of boats at Tenant Slips or storage area. All fueling operations will be conducted at the gas dock utilizing Marina fuel and personnel.
16. Slip leases down payments are not refundable. Lease payments are due in full on the Dates specified herein.
17. An application for renewal of any previously assigned slip will be given to those in good standing. \$300 down payment must be received by October 31, 2023 to reserve slip.
18. Any request for retail refund must have receipt.
19. Tenant agrees to pay all invoices submitted by the Marina for storage, repairs and other services upon receipt of the invoice. Tenant further agrees to pay a \$25 monthly late fee as designated by the Marina on all unpaid balances.  
Vessel will have lien placed upon it for any unpaid balance, Wisconsin State Statute 780.01
20. Tenants are asked to inform the Marina Manager of periods that their slips will not be occupied if that period exceeds 24 hours. The marina reserves the right to rent vacant slips on a transient basis. Anyone not wishing to have their slip rented in their absence must provide the Marina Manager written notice of their objection.
21. There shall be no modification of docks or dock hardware without prior approval from Marina Manager. All dock modifications become property of Marina. (ie. cleats, rollers, lights, fenders, ect.)
22. Tenants shall not place dock steps, supplies, materials or debris on any Marina dock nor shall they construct thereon any lockers, chests, dock steps, or cabinets without written consent of management. Dock boxes must be approved by management.
23. No refuse shall be allowed to enter Marina waters. Shore side trash receptacles will be provided by the Marina.
24. When entering or leaving the Marina, "boats, dinghies, skiffs" must be under motorized power, and observe the no wake zones.

25. Advertising or soliciting shall be permitted with Manager's approval.
26. Swimming or diving shall not be permitted in the marina.
27. Dinghies and skiffs shall be stored on board larger vessels. They shall not be stored on docks. Tenant Dinghies/skiffs can only be confined in a slip with written management approval.
28. No charcoal or open fires shall be permitted within the confines of the Marina.
29. Dogs and cats will be permitted on premises, but must be on a leash at all times.
30. Laundry shall not be hung on docks or piers.
31. Power cords must be marine rated (USCG approved).  
Dock power must be turned off at the dock power box prior to disconnecting cord from vessel.
32. Slips shall not be occupied before the Marina Manager authorizes it of any given year and must be vacated by October 14 to allow adequate time for winterization. Any vessel left in Marina will be placed in dry storage. Owner will be responsible for all incurred fees.
34. Unattended tenant and non-tenant vehicles are not permitted on marina grounds. If vehicle left without marina consent, vehicle will be towed and stored at owner's expense.
35. Every attempt will be made to give a courtesy call to tenants if there is noticeable damage done to boat.
36. Boat cradles are not allowed. Current cradles with wheels that are fully adjustable are grandfathered.
37. Boat storage on Ellis Avenue: boat must be splashed by May 31 or relocated at Owner's expense. No major boat repair on Ellis Avenue.
38. No fishing in Marina.  
Fish Cleaning – Entrails must be put in bag and placed in disposal container.
39. Any vessel abandoned or with delinquent fees will be placed in dry storage. The Harbor Commission will give 5 days notice.
40. The Tenant agrees to observe additional regulations posted in the Harbor Master's Area as and if they become necessary.