

Section 4. USE & VESSEL STORAGE.

Land Storage is for listed vessel storage only. Additional property on premises is subject to additional licensing and fees. During the term of this License, the vessel shall not have a cover or any other equipment affixed to the vessel tied or secured to jack stands if used. Vessel shall not be plugged into electrical service while unattended or overnight. Commercial activity of any type is prohibited. Ancillary vessels, vehicles and equipment shall be contracted under separate license, fees apply. "Live aboard" in any vessel or vehicle while stored on shore is prohibited.

Section 5. MARINA ACCESS.

The Marina shall have the right to access the vessel in case of emergency or for requested service work. In the event the Marina must remove Lessee lock for access, the Marina will replace said lock with another lock at Lessee cost.

Section 6. ASSIGNMENT & SUBLEASE.

The land storage space may be neither assigned nor sublet.

Section 7. TERMINATION/DEFAULT.

Either party may terminate this License on not less than 60 days written notice to the other party. This License will automatically terminate, all fees will be paid in full and the vessel removed from the property immediately. Default occurs if: a. The fee remains unpaid for 30 days after the start of the term, or

- b. Lessee fails to comply with any of the provisions of this License within 15 days after the Marina has given Lessee written notice to comply. The Marina shall give Lessee notice of its intention to terminate this License for non-compliance of any of the provisions of this License by sending a certified letter to Lessee last known address. The 15 days will commence upon the date of the mailing of the letter.

In the event of default the Marina reserves all rights against the vessel and personally against the Owner for payment of all charges and to maintain possession of items related to the work order and/or vessel until all charges have been paid in full. Specifically, the provisions of Wisconsin Stat. 779.43 and 779.48 liens for keeper of marinas, et al, shall apply, along with the provisions of Wisconsin Statute Chapter 780, liens against vessels. Lessee will be responsible for any legal fees and other expenses incurred by the Marina in enforcing this License.

Section 8. HOLD HARMLESS.

The storage of Lessee vessel on land of the Marina is solely at Lessee own risk. Lessee hereby expressly assumes full responsibility for any and all damage to the vessel, any fixture of the vessel or any other part thereof, any item left or stored in the vessel, and the cradle, jack stands, or other devices used to store the vessel, and agrees and covenants to hold the Marina, its employees, and the City of Ashland harmless from any claim arising from any such damage or loss. Lessee also agrees to reimburse the Marina, its employees, and the City of Ashland for any and all legal fees and costs incurred by the Marina, its employees and the City of Ashland in defending any action arising from any loss or damage as set forth in this section.

The Lessee agrees to use the Marina and associated facilities at his/her sole risk and hereby assumes such risk. The Marina does not assume liability for the care, protection and security of any vessel and/or equipment. User agrees to make no claim against the Marina or the City of Ashland for any loss of property by theft or burglary or any accidental damage or injury to any person or property at the Marina caused by the elements or caused by the Marina or its employees, excepting gross negligence or willful misconduct. User shall indemnify and hold harmless the Marina and the City of Ashland from any claims, suits, actions, damages, liability or expense (including attorneys' fees) in connection with any injury or damage (unless due to the willful misconduct or gross negligence of the Marina.) suffered by the Licensee, or the Licensee's family members, agents, employees, guests, licensees, or invitees. **The Lessee agrees to maintain a minimum of \$500,000 liability insurance and adequate hull insurance on vessel and/or equipment stored and or moored at the Marina. In addition, the Licensee shall list Ashland Marina as additional insured on the vessel liability policy and shall provide to the Marina a current and active Certificate of Insurance showing same.**

Section 9. INSPECTION.

Lessee represents that the vessel is in safe and seaworthy condition and that it will be maintained in such a condition during the entire length of this License and any renewal of this License. Lessee agrees that the vessel is available to the Marina for inspection upon the request of the Marina. In the event the Licensee fails to make the vessel available for inspection within 5 days of written request being made by the Marina to Licensee's mailing address, email address, or at such other current address as Licensee may from time to time provide to the Marina, the Marina is hereby authorized to enter the vessel from the 6th day following the mailing date of the Marina's written request to enter the vessel.

Section 10. PERMITTED VESSEL MAINTENANCE AND OUTSIDE CONTRACTORS.

Lessee is permitted to perform routine maintenance on the vessel. All work must comply with the Marina's Environmental Best Management Practices, available in writing from the Marina. Any project affecting greater than 25 percent of the vessel's surface, and any project involving sanding/grinding of any of the vessel's surface, requires prior approval from the Marina. Licensee agrees that no outside contractor shall work on the vessel while it is at the Marina without obtaining prior approval from the Marina and signing the Outside Contractor's Policy license. Such contractors or vendors may obtain permission to work on vessels in the Marina subject to certain conditions, regulations, insurance requirements, and administrative surcharges, established by the Marina to protect the Marina and its customers.

By signing below, both parties agree to the terms and conditions of this two-page License.

Lessee Signature

Date

Ashland Marina Staff Signature

Date