



VILLAGE OF FONTANA
2012 MOORING LEASE AGREEMENT

Today's Date: Assigned Mooring Facility:

Name (Lessee):

Mailing Address:

City: State: Zip Code:

Home Phone: Work Phone: Cell:

E-mail Address:

Fontana Property Tax Key:

Boat Name: Year Built:

Boat Type: [] Outboard [] Dingy [] Row Boat [] Inboard [] Canoe
[] Sail Boat [] In/Out Board [] Kayak [] Jet Ski

Over-All-Length: Beam: Draft:

State Registration or U.S. Documentation #:

Name and phone number of boat service company to call in case of an emergency:

Boat Insurance Co: Insurance Exp. Date:

In consideration of the issuance of this Lease to me, I hereby agree to comply with all applicable ordinances of the Village of Fontana, applicable laws of the State of Wisconsin and rules and orders of the Wisconsin Department of Natural Resources, as well as the terms and conditions of this Agreement attached hereto. I agree that this Lease Agreement is for the use of the Lessee only in the lease of shore-station, buoy, or ramp. Its use by anyone other than the lessee is strictly prohibited and will result in immediate cancellation of this Agreement and forfeiture of all fees collected. I agree that if the lessee is found in non-compliance to any of the listed rules, terms, and conditions, the lessee will be notified either in person and/or by registered letter and will have seven (7) days upon receipt of letter to remove said watercraft and/or shore-station from its slip, buoy, or ramp. If the lessee is found in non-compliance with any eviction order, the lessee, by agreeing to this Agreement, gives permission and authorization to the Village of Fontana by way of its authorities to remove the watercraft and/or shore-station and place it into suitable storage at the owner's expense on behalf of the lessee.

Right to Appeal: As a Village of Fontana resident and taxpayer, you have the right to appear before the Village of Fontana Harbor Committee for a hearing to appeal any disciplinary action taken by the Village of Fontana or its authorized agents regarding any violations of terms or rules of this Lease Agreement.

I HAVE READ AND ACCEPT THE TERMS OF THIS AGREEMENT INCLUDING ALL TERMS AND CONDITIONS NOTED ON THE REVERSE SIDE OF THIS LEASE AGREEMENT.

Signature of Authorized Owner

Date

Signature of Authorized Village Official

Date

TERMS AND CONDITIONS FOR LEASE AGREEMENT

1. (1) A photocopy of craft's current **Wisconsin** State registration, (2) photocopy of valid Certificate of Insurance, (3) photograph of actual craft, must be on file for final lease approval.
2. This AGREEMENT becomes effective upon receipt of all necessary submittal documents and upon its execution by both the lessee and lessor. **Use and occupancy of the mooring facilities becomes effective as soon as facilities are readied (usually before May 31 of each year)** and is dependent upon when the ice melts from the lake and good weather both of which are needed for installation of piers and equipment.
3. All terms and conditions contained in the Village of Fontana Application for a Mooring Lease are incorporated into the Lease Agreement and the Lessee is subject to those terms and conditions.
4. All mooring lease agreements and renewals are to be reviewed and renewed on a yearly basis.
5. If leased mooring space is vacated for more than 15 days, the lessee shall notify the Village Hall contact as to reason for the vacancy. If a shore-station is to be left vacant for 15 days or more, elevate lift and padlock wheel. In the event the leased mooring space is vacant for more than 15 days between June 15th and Labor Day, and notification and approval from the committee was not granted, the mooring space shall be deemed vacated and reassigned to a new tenant. There shall be no refund to the lessee; however, the lessee may reapply for a slip and be placed on the waiting list upon receipt of a deposit.
6. **All craft must be removed from mooring facilities by October 15th of each year.** The Village of Fontana reserves the right to have watercraft removed after this date at owner's expense.
7. The Village of Fontana is not responsible for any damage or theft of personal property while watercraft is moored on leased mooring space.
8. Any sub-leasing, renting, or allowing anyone to use your assigned leased space is strictly prohibited and is in direct violation of this AGREEMENT and will be dealt with appropriately as listed under VIOLATIONS OF THIS AGREEMENT below. Only watercraft owned by the lessee and as described within this AGREEMENT will be permitted.
9. If lessee purchases a new/used craft other than what is listed on this application, the lessee shall notify the Village Hall within seven (7) days after the purchase is complete to update this AGREEMENT. Space may be transferred to a different boat of the same owner, subject to the approval of the Village of Fontana.
10. No more than one mooring space shall be assigned on behalf of any one Village buildable tax parcel, and no more than one mooring space shall be assigned to any one individual regardless of how many buildable tax parcels are owned.
11. Transfer of ownership of watercraft. Mooring space shall be assigned to the person whose name appears on the contract and for the boat listed (person means natural person, not corporation or partnership). Space will not be transferred to another person, except an estate may continue to use the mooring space until the completion of the season. As long as the person is a property owner in Village of Fontana, a surviving spouse or lineal heir or descendant may continue to a mooring lease space as long as these rules are complied with and upon approval by the Village of Fontana Lakefront and Harbor Committee.
12. All leased mooring spaces are designed specifically for the purpose to moor watercraft and are not to be used for any other purpose.
13. **RAMP SPACES:** All ramp spaces are 8-feet-long by 4-feet-wide. The water craft that occupies a ramp space cannot be any wider than 4 feet. If a water craft is wider than 4 feet, the Village has the right to remove the craft at the owner's expense.
14. **STORAGE BOXES/CONTAINERS:** All ramp and pier slip storage boxes or containers must be white in color and must be confined within the boundaries of the ramp or slip.
15. No overnight sleeping in watercraft or food preparation is allowed, such as cooking on stoves or grills.
16. **SHORE-STATIONS:** Lessee understands that all shore-stations are individually owned and are the personal property and responsibility of the lessee. The shore-station fee includes all winter storage fees, placement in water, and removal of shore-station for one (1) calendar year. As an owner of your shore-station, it is your responsibility to keep all equipment in safe working order. Furthermore:
 - A. Any repairs, replacement or parts, or replacement of existing shore-stations must be made with the approval of the Village of Fontana in order to conform to and maintain the standards set by the Village of Fontana for community piers and designated leased slips.
 - B. The Village of Fontana reserves the right through its authorized agents to conduct inspections of any equipment at any time, and to declare any equipment unsafe for use or occupancy, and has full authority to red-tag for repair or immediate replacement of any part of your equipment or require the full replacement of any shore-station deemed unsafe for use within the Village of Fontana leased pier space areas.
 - C. Transfer of ownership of shore-station. A new lessee is under no obligation to purchase a used shore-station from a lessee (tenant) that previously occupied the slip. It is solely up to a new lessee to decide to purchase a used shore-station from the previous tenant, if both parties can reach a purchase agreement. (In general, the average working life expectancy of a shore-station is 10-12 years. Establishing a purchase price for a used shore-station may be made by deducting 10% of its original purchase price for each year it's been in service), or a new lessee may purchase another shore-station (new is preferred) as long as it conforms to the existing shore-station of the Village of Fontana. The shore-station of the previous lessee will be immediately removed from the water or storage area and placed in a non-Village location at that owner's expense.

- D. Abandonment of shore-station. A shore-station will be deemed abandoned by its owner if the owner does not respond to a certified Village of Fontana letter of intent requesting information as to what the owner intends to do with their shore-station. If there is no reply within seven (7) days upon receipt of this letter, the shore-station will be deemed an abandoned structure within the riparian waters of the Village of Fontana, or upon Village owned property, and will be removed by an authorized Village of Fontana servicing agent which can be then sold, or otherwise, by that servicing agent to cover any expenses of its removal and/or of its storage. The Village of Fontana reserves the right to charge the previous shore station owner any additional expenses that may occur in its removal from Village of Fontana property.