



Abbey Marina Application for Seasonal Dock License

Abbey Marina

P.O. Box 77

Fontana, WI 53125

(262) 394-5544

(262) 394-5546 (Fax)

E-Mail slips@abbeymarina.com

Website abbeymarina.com

Name _____
Address _____
City _____ State _____ Zip _____
Phone (Home) _____ (Cell) _____ (Work) _____
E-Mail _____

Description of Boat:

Boat Type: _____ Cuddy _____ Open bow _____ Cruiser _____ Fly Bridge

Boat Name _____

Overall Length _____ (Includes Bow Pulpit and/or Swim Platform)

Beam _____ Draft _____ Material _____

Make _____ Year _____ Model _____

Wisconsin and/ or Federal Registration Number _____

VIN _____

CERTIFICATE OF INSURANCE FILED IN THIS OFFICE IS MANDATORY PRIOR TO LAUNCHING

Partnership Information

Name	Address	City, State Zip	Phone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Slip _____



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General Information

1. The Abbey Marina season extends from April 1st until November 1st. Assigned boaters may come into the harbor after April 1st, if all fees and documentation are completed and approved. Facilities are not guaranteed ready until May 1st. A late leaver fee will be charged for those boaters wanted to use slips after November 1st.
2. Application fees, deposit fees and/or dock license fees are non-refundable.
3. Boaters receive one (1) dock box, two (2) key cards, and one (1) Fourth of July parking pass with each slip. Additional key cards may be purchased for twenty-five (\$25) dollars.
4. All permitted boats must affix assigned decals prominently either on the windshield, porthole, or transom. Decals must be visible at all times and cannot be covered by canvas or boat covers.

I hereby agree, in the event that a license is issued to me, to abide, by the rules and regulations of the Abbey Marina and Abbey Harbor Condominium Association, and also to abide by all ordinances of Geneva Lake. I further agree that the Abbey Marina shall not be liable for any loss or damage, by theft or otherwise, to my boat or property while using the marina or occupying any dock space that may be allotted to me; and in consideration of the dock license agreement so issued to me I hereby release the abbey Marina of and from any claim by me for aforesaid loss, damage, or theft. I authorize a representative of the Abbey Marina to board the above boat at all reasonable times for inspection to determine its seaworthiness, safety, and compliance of all Abbey Marina Rules and Regulations including the prominent display of a proper decal and it's compliance with the anti-pollution regulations.

I hereby certify that the statements herein contained are true and that any permit may be revoked if false statements are contained in this application. I also certify that I have read and understand the Abbey Marina's Rules and Regulations found at <http://abbeymarina.com/pdf/rules-reggs.pdf>.

FOR OFFICE USE ONLY

Licensee (s) & Date

Licensee (s) & Date

Licensors:

Abbey Marina LLC

By:

Marina Manager & Date

SEASONAL RENTAL	
DOCK NUMBER	_____
DOCK LICENSE FEE	_____
DEPOSIT PAID	_____
PAYMENT/ BAL.	_____
PAYMENT/ BAL.	_____
Includes Wisconsin and County Sale Tax 5.5%	
Deposit Non-refundable	
Final Payments due March 1st	

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License Conditions

Abbey Marina, LLC and ABKA a limited partnership, including the owners thereof, individually and collectively, hereinafter called "The Abbey Marina" for and in consideration of the License fee to be paid as herein provided and in consideration of the undertakings and promises of the Licensee herein, hereby grants to the Licensee a License to use the Dock listed on the attached, located at The Abbey Marina, Fontana, Wisconsin.

This license is made subject to the following terms and conditions as stated below or on posted on www.abbeymarina.com/pdf/rules-regs.pdf under Marina FAQ Rules and Regulations:

1. Licensee agrees to pay a non-refundable deposit and license fee for the sum indicated on the attached, which shall permit the Licensee the right to occupy the Dock for one rental season only as indicated on the attached. The season for the purpose of this Agreement shall commence on April 1st and end on November 1st the License fee is payable as indicated on the attached.
2. The Abbey Marina shall determine Dock assignments at its sole discretion. Such dock assignments shall be subject to reassignment or substitution as hereinafter provided.
3. Neither The Abbey Marina nor its agents shall be liable for damages to the Licensee, its agents, servants or guests, or any person claiming through Licensee, for injury to person or damages to or loss of property located with the marina from any cause, or for damage claimed for removal of the boat as herein provided or for eviction, actual or constructive. This provision includes particularly, but not exclusively, all claims arising from rain damage, unlocked boats, storm, power outage, improper electrical hookup, vandalism, and negligence of the marina and misconduct.
4. Licensee shall indemnify and hold The Abbey Marina harmless from any loss, costs, and damages (including reasonable attorney fees and costs) associated with Licensee's non-compliance with the terms and conditions set forth herein or any other occurrence arising out of this License Agreement.
5. Licensee agrees to comply with all state, county, village and Geneva Lake Ordinances. Subject to any and all rules set forth by the Abbey Marina and Abbey Harbor Condominium. Upon prior notice to Licensee, The Abbey Marina and the Association shall have the right (but not the obligation) to take such remedial steps as may be necessary to correct Licensee's noncompliance with any laws, codes, rules, or regulations which non-compliance affects the Abbey Marina, the Association, or any other Licensee in The Abbey Marina. Such remedial steps taken by The Abbey Marina and/or the Association shall be at the sole cost and expense of Licensee.
6. The Abbey Marina reserves the right to terminate this License at any time for any reason and Licensee shall remove the boat from the Dock within five (5) days after such notice of termination. In such event, The Abbey Marina agrees to refund that part of the License fee which the Licensee has paid for the balance of the season, after deducting such costs and expenses as may be incurred by The Abbey Marina which are to be paid by the Licensee as herein provided.
7. The Licensee agrees to remove the boat on or before the last day of the season (November 1) or within five (5) days after notice of termination as herein provided. The Abbey Marina, the Association, or their agents, may take possession of the boat and cause it to be removed for storage at such place as may be convenient for The Abbey Marina or the Association. Licensee hereby appoints The Abbey Marina and/or the Association as its duly Authorized Agent with complete power of attorney to remove the boat and cause it to be stored as herein provided. The Licensee agrees to pay all costs and expenses incurred by The Abbey Marina or the Association in removing the boat and causing it to be stored and all expenses including attorney's fees, collecting such costs and expenses from Licensee.
8. This License is personal to Licensee and is not assignable by the Licensee without the written consent of The Abbey Marina. If Licensee sells his boat, it is understood that the License cannot be sold with the boat and is void upon such sale with no refund. The new boat owner will have to make his own arrangements with The Abbey Marina to acquire a new Dock License Agreement, if one is available.
9. The Abbey Marina reserves the right to inspect boats under Section 5(b) of The Joint Uniform Lake Law Ordinance for Geneva Lake.
10. The Abbey Marina employees shall only be allowed on boats while performing assigned duties.
11. If Marina maintenance or emergencies requires, The Abbey Marina and the Association reserve the right to move Licensee's boat within the Marina.
12. The Abbey Marina and the Association reserve the right to remove vehicles from designated areas (such as fire lanes, garbage pick-up areas and areas that hinder traffic and emergency vehicles) at Licensee's expense.
13. Only one watercraft will be allowed per dock. Any watercraft, including, but not limited to, PWC, wave runners, dinghies, and fishing boats tied up to the Marina alongside, in back or stored on or from Licensee's boat is strictly prohibited and will be removed by The Abbey Marina or the Association, without notice, at Licensee's expense.

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14. Trailer storages shall be the responsibility of the Licensee. Boat trailers, campers, mobile home trailers, buses are prohibited in any of The Abbey Marina or the Association parking facilities. The Abbey Marina or the Association reserves the right to remove such vehicles or trailers at the Licensee's expense.

15. This License Agreement is non-renewable and gives Licensee no rights whatsoever to be offered a License Agreement for any subsequent season.

16. The signing of this License Agreement by Licensee and the delivery thereof to The Abbey Marina or its agent does not constitute a reservation of or option for, any Dock in The Abbey Marina or an agreement to enter into a License Agreement, and this License Agreement shall become effective only if and when The Abbey Marina signs and delivers the same to Licensee.

17. THE TERMS AND COVENANTS AND CONDITIONS OF THIS LICENSE MAY BE MODIFIED, AMENDED OR VARIED ONLY BY A WRITTEN AGREEMENT SIGNED BY THE MRINA MANAGER OF THE ABBEY MARINA.

18. Licensee shall maintain comprehensive public liability insurance in the amount of \$300,000.00 per occurrence while Licensee's boat is docked at The Abbey Marina. The Abbey Marina, and its owners, as well as the Association, shall be named as an additional insured under said policy. Prior to Licensee's mooring of the boat in The Abbey Marina, Licensee shall cause an insurance certificate to be insured to Licensor reflecting coverage set forth herein. The Licensee shall maintain comprehensive Hull Insurance in the amount of \$250,000 while the Licensee's boat is docked at the Abbey Marina.

19. In addition to all other terms and conditions set forth herein, Licensor shall be obligated to comply with all rules and regulations ("Rules and Regulations") contained in the Declaration of the Condominium for the Abbey Marina Harbor Condominium ("Declaration"), as well as those adopted from time to time by the board of directors of the Association. Licensor acknowledges receipt of the Rules and Regulations in effect on the date hereof, and acknowledges that said Rules and Regulations may be modified or expended from time to time by the Association and its board of directors. To the extent of any conflict between the terms and conditions contained herein, and the terms and conditions of the Declaration, the more stringent of the regulations shall control.

INITIALED BY:

Date

Slip _____