

**ST. CROIX MARINA CONDOMINIUM REAL ESTATE LEASE (Member Owned)**

THIS LEASE, dated \_\_\_\_\_, is between \_\_\_\_\_ (hereinafter referred to as "Lessor") and \_\_\_\_\_, (hereinafter referred to as "Lessee").

Lessor leases to Lessee, and Lessee rents from Lessor the following described property, situated in the City of Hudson, St. Croix County, Wisconsin:

Unit \_\_\_\_\_ (St. Croix County Real Estate Tax Parcel No. \_\_\_\_\_) in St. Croix Marina Condominiums (hereafter referred to as "Marina"), a condominium declared and existing under and by virtue of Condominium Ownership Act of the State of Wisconsin, according to the Amended and Restated Declarations of St. Croix Marina Condominiums recorded on December 24, 1981, in Vol. 639 of Records, pages 501 to 519 inclusive, as document No. 375067 County Records, together with said Unit's appurtenant undivided interest in and to the common elements of the condominium, in the percentage specified and established in the Declarations, along with the exclusive use of the limited common elements appurtenant to said Unit, all as set forth in the said Amended and restated Declarations, and in Chapter 703 of Wisconsin Statutes, as amended, excluding the right to vote as a member of the condominium association which right is hereby retained by Lessor.

SUBJECT, HOWEVER, to the provisions of the Condominium Ownership Act of the State of Wisconsin, the aforesaid Amended and Restated Declarations of the St. Croix Marina Condominiums, and all declarations and reservations of easements, covenants and restrictions contained therein and amendments thereto, the Articles of Incorporation and By-Laws of St. Croix Marina Condominiums, Inc., the rules and regulations which may be promulgated by the Association of Unit Owners, and all amendments to the foregoing rules, regulations and restrictions promulgated thereunder, municipal and zoning ordinances, recorded easements, restrictions and agreements, recorded building restrictions and a permit and amendments thereto issued by the Department of Army, Corp of Engineers, for the installation of boat slips and docks.

SUBJECT FURTHER, HOWEVER, to the terms of this lease, as hereafter provided.

- 1. Term of Lease.** This Lease shall start on April 1, 2021, and terminate on March 31, 2022.
- 2. Rent.** Lessee agrees to pay rent of \$\_\_\_\_\_ plus tax of \$\_\_\_\_\_, total of \$\_\_\_\_\_.  
Payment of \$\_\_\_\_\_ due **November 1, 2020**  
Payment of \$\_\_\_\_\_ due **April 1, 2021**
- 3. Taxes and Assessments.** All real estate taxes due and payable on the Condominium Unit and all Condominium Association assessments shall be and remain the responsibility of Lessor. All sales and use taxes imposed for services rendered or items sold to Lessee shall be the responsibility of Lessee.
- 4. Slip Usage.** Slip \_\_\_\_\_ shall be used exclusively for the dockage of the following described boat:  
Boat Make/Model \_\_\_\_\_ Year \_\_\_\_\_ Length \_\_\_\_\_ Beam \_\_\_\_\_ Name \_\_\_\_\_  
Engine(s) make & size \_\_\_\_\_ Hull Material \_\_\_\_\_ Registration Number \_\_\_\_\_  
Boat Trailer: Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, Trailer Make \_\_\_\_\_ Trailer License Number \_\_\_\_\_

The Lessee shall not allow his leased Marina slip to be used by any boat other than that specified and described in this lease, without a prior written approval of the Marina. Marina or its representative has the right to refuse marina and slip privileges to Lessee if at any time Lessee is in default of Marina rules, bylaws or declaration, if Lessee's account with Marina is in arrears, or if Lessee's vessel is in disrepair, unsightly, or poses any hazard or risk to the Marina or its membership.

- 5. Liability and Casualty Insurance, Risk of Loss.** Lessee shall maintain liability and casualty insurance and provide proof thereof to Marina in such amounts and containing such terms as Marina may require from time to time. Lessee

shall cause said policies to contain a waiver of subrogation clause in favor of Marina, and Lessee shall name Marina as an additional insured. Lessee understands that the Marina does not provide hazard insurance to Lessee for loss, damage or theft of property stored at the Marina. All personal property placed on any portion of the Marina premises shall be at the sole risk of the Lessee or the party owning the same. Marina and Lessor assume no responsibility for Lessee's property and they shall not be liable for the loss, destruction, theft, or damage to any property, including but not limited to boats, trailers, and vehicles. **LESSEE AGREES TO HOLD MARINA AND LESSOR HARMLESS FROM ANY LIABILITY, LOSS OR OBLIGATION ON ACCOUNT OF OR ARISING OUT OF THE FAULT OR NEGLIGENCE OF LESSEE OR LESSEE'S GUESTS, AGENTS OR INVITEES.**

- 6. Damage to Marina Property. Lessee and his/her family, guests, employees, agents, visitors and licensees shall not damage or commit waste to the Marina premises. Lessee agrees that if any damage to the Marina premises shall be caused by the acts or omissions of Lessee, his/her family, guests, employees, agents, visitors, licensees, the Marina may, at its option, make such repairs and charge the cost thereof to the Lessee, and the Lessee shall immediately reimburse the Marina for the total cost of the damages caused.
- 7. Lien. Lessee understands and agrees that pursuant to Chapters 799 and 780 of the Wisconsin Statutes, Marina shall have a lien on all property of Lessee stored or kept on the Marina premises as security for any outstanding balances Lessee owes to Marina. Lessee is responsible for all costs associated with Marina's efforts to collect the outstanding amounts and satisfy such liens including but not limited to attorneys' fees, regardless of whether legal action is commenced. **Lessee agrees that Lessee is solely responsible for all charges incurred, and failure to pay charges when due may result in expulsion from the Marina, forfeiture of slip privileges, imposition of liens, and all other remedies available to Marina under law and this lease, the articles of incorporation and by-Laws of St. Croix Marina Condominiums, Inc., the Marina rules and regulations, and all amendments thereto.**
- 8. Rules and Regulations. The Marina's Articles of Incorporation, By-Laws, the rules and regulations which may be promulgated by the Association of Unit Owners, and all amendments thereto are incorporated as part of this lease and are available for review at the Marina office. **Lessee understands that any violation of this lease or any Marina rule proven to be broken to the satisfaction of the Marina Board of Directors, may result in the termination of this lease and expulsion of Lessee from the Marina.**
- 9. Assignment. Lessee shall not assign, sublet, sublicense, encumber or transfer his/her interest in this lease without prior written approval from the Marina and Lessor and the payment to the Marina of a \$200 transfer fee.
- 10. Third Party Beneficiary: The lease is not effective unless approved by the Marina. In consideration of the Marina approving Lessee's rental agreement and use of the Marina premises, the parties agree that the Marina is a third party beneficiary of this lease and can enforce the provisions of this lease as if it were a direct party.
- 11. Construction. If any provision of this lease is held invalid or unenforceable, the remainder of this lease will not be affected by it. This lease has been made in St. Croix County, Wisconsin, and it shall be construed by the laws of Wisconsin. Any action to enforce the terms of this lease shall be commenced in the circuit court for St. Croix County, Wisconsin. This lease is binding upon the heirs, executors, administrators, successors and assigns of Lessor, Lessee and the Marina. This lease supersedes all other agreements and understandings of the Parties relative to the subject matter of this lease and it shall not be modified or amended except in writing, signed by all of the Parties.

\_\_\_\_\_  
Name of Lessor (Print)

\_\_\_\_\_  
Name of Lessee (Print)

\_\_\_\_\_  
Signature of Lessor

\_\_\_\_\_  
Signature of Lessee

APPROVED: St. Croix Marina Condominiums, Inc.,  
16 First Street Hudson, WI 54016

Date \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_