

# WAUKEGAN PORT DISTRICT SLIP OCCUPANCY AGREEMENT

This Slip Occupancy Agreement is made between \_\_\_\_\_ (the "Slip Occupant" and the Waukegan Port District ("Port District"). The terms and condition of the Slip Occupancy Agreement ("Agreement") constitute a valid and enforceable contract. If you have questions concerning the terms and conditions of this Agreement, you are encouraged to consult with an attorney before signing this Agreement.

Total rental cost for slip # \_\_\_\_\_, a \_\_\_\_\_ foot slip, for the year 20\_\_\_\_ is \$\_\_\_\_\_.  
An amount of \$\_\_\_\_\_ must be remitted at the time this agreement is made, or prior to \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_\_. If no payment has been received prior to the above-stated date, this agreement will be null and void. Final payment of \$\_\_\_\_\_ must be received by \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_\_. A \_\_\_\_\_ percent month late fee will be applied to all remaining balances after \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_\_.

### SLIP REFUNDS ARE SUBJECT TO A CANCELLATION FEE (NO REFUNDS AFTER JUNE)

Registered owner of vessel \_\_\_\_\_ Spouse \_\_\_\_\_  
Home Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
Billing Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
E-Mail Address \_\_\_\_\_  
Emergency Contact \_\_\_\_\_ Phone(\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Home Phone(\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Bus Phone(\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Cell Phone(\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
License Plate: Car #1 \_\_\_\_\_ Car #2 \_\_\_\_\_ Trailer \_\_\_\_\_

### SLIP PERMITS ARE TO BE LISTED IN ONE INDIVIDUAL'S NAME ONLY

I am the sole owner of the vessel described below:  Yes  No  
If not, name of partner (other than spouse) \_\_\_\_\_ Phone(\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Partner's home address \_\_\_\_\_ City/State/Zip \_\_\_\_\_

### Partnership and percentage of ownership must be filed and returned by owners

Name of vessel \_\_\_\_\_ Overall length \_\_\_\_\_ feet \_\_\_\_\_ inches. Draft \_\_\_\_\_ feet \_\_\_\_\_ inches.  
State registration number \_\_\_\_\_ Documentation number \_\_\_\_\_  
Make of vessel \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ Trim \_\_\_\_\_ Year \_\_\_\_\_  
Power  Sail  Gas  Diesel  I/O  I/B  O/B  Single screw  Twin   
Electrical Requirements: 30 amp  50 amp  Single  Double

**Proof of insurance and ownership must be submitted** with this agreement Please **enclose a copy** of one of the following. Please indicate which one is enclosed **proving ownership**.

State Registration  USCG documentation  Sales contract  Lease agreement

**BY SIGNING THIS AGREEMENT I STIPULATE THAT I HAVE READ, UNDERSTAND AND AGREE TO ABIDE BY THE RENTAL PROVISIONS STATED ON THE REVERSE SIDE OF THIS CONTRACT.**

\_\_\_\_\_  
Vessel Owner's Signature Date

\_\_\_\_\_  
Waukegan Port District Authorized Representative Date

### OFFICE USE ONLY

1st Payment \$ \_\_\_\_\_ Balance \$ \_\_\_\_\_ Receipt # \_\_\_\_\_ Check # \_\_\_\_\_ Date \_\_\_\_\_  
2nd Payment \$ \_\_\_\_\_ Balance \$ \_\_\_\_\_ Receipt # \_\_\_\_\_ Check # \_\_\_\_\_ Date \_\_\_\_\_

**RETURN WHITE COPY TO OFFICE - RETAIN YELLOW COPY FOR YOUR RECORDS**

RENTAL PROVISIONS

1. A copy of your Registration Documentation or proof of ownership must accompany this Agreement. Changes in the ownership of the Slip Occupant's Vessel ("Vessel") must be provided to the Port District within seven (7) days of completion of the change in ownership.
2. A copy of the Slip Occupant's insurance agreement must accompany this Agreement.
3. Slip Occupant shall maintain in force during the term of this Agreement property damage insurance on the Vessel in amounts equal to or exceeding the fair market value of the Vessel and shall also maintain in force during the term of this Agreement liability insurance in the amounts of \$100,000 per person and \$300,000 aggregate. A certificate or certificates evidencing such insurance coverage shall be placed on file with the Port District prior to the commencement of the terms of this agreement. The Slip Occupant warrants that each policy of insurance shall contain the following additional required endorsements:
  - a) The Port District, acting through its Board of Directors or its designee, shall be named as additional insured on the Vessel's liability policy. Additional insured endorsements are not required on the Vessel's property damage policy.
  - b) The liability and property damage insurance policies on the Vessel shall each provide that they shall not be materially altered or cancelled without at least 30 days prior written notice to the Port District.
  - c) At least 30 days prior to the expiration of the Vessel's liability or property damage policy, a certificate showing that such insurance coverage has been renewed or extended, or that equivalent insurance has been procured, shall be placed on file with the Port District.
  - d) If the Vessel's liability or property damage insurance is cancelled or reduced by the insurer, within fifteen (15) days of the Slip Occupant's receipt of written notice of the cancellation or reduction, the Slip Occupant shall obtain alternate equivalent insurance and shall place on file with the Port District certificates evidencing the same.
  - e) The Slip Occupant's failure to follow any of the foregoing provisions shall constitute a material breach of this Agreement, shall result in the Port District's cancellation of the Agreement, the forfeiture of the Slip Occupant's rights pursuant to the Agreement, including the Slip Occupant's annual Agreement fee and the liability of the Slip Occupant for all damages resulting in whole or in part from the Slip Occupant's breach of the Agreement, including liability for the Port District's attorneys' fees.
4. The Slip Occupant agrees to abide by the rules, regulations, ordinances and statutes, whether federal, state or local, governing the Waukegan Harbor. The Slip Occupant agrees to release, indemnify and hold harmless the Port District from all liability, damages, costs and expenses, including Port District's attorneys' fees, resulting from Slip Occupant's failure to abide by the terms of this Agreement. Slip Occupant further agrees to release, indemnify and hold harmless the Port District from all liability resulting from loss, theft or damage to Slip Occupant's Vessel, automobile or personal property while docked, moored, parked or present upon Port District waterways, docks, grounds, or other property. Slip Occupant hereby accepts sole responsibility for the safety and actions of Slip Occupant and Slip Occupant's licensees and invitees. Slip Occupant expressly releases the Port District from any and all claims by the Slip Occupant and any of Slip Occupant's invitees or licensees, for personal injury or death while docked, moored, parked or present upon Port District waterways, docks, grounds, or other property.
5. Port District slips and moorings open on April 1 and must be vacated by November 1 each year. The Port District in its sole discretion may change the foregoing dates upon seven (7) days written notice to Slip Occupant.
6. This Agreement is not transferable. Slip Occupant's slip or mooring assignment is not transferable. The use, whether temporary or permanent, of a slip or mooring not specifically assigned to Slip Occupant is strictly forbidden, absent the prior written consent of the Port District.
7. The Slip Occupant acknowledges and agrees that the Port District has the sole discretion and exclusive right to relocate any Vessel to another slip, mooring or dry mooring if deemed reasonably necessary.
8. The Slip Occupant acknowledges and agrees that Slip Occupant is not entitled to a refund or partial refund of the annual fee, regardless of Slip Occupant's use or lack of use of Slip Occupant's assigned slip or mooring.
9. The Slip Occupant shall notify the Port District when the Slip Occupant Vessel is vacant from the slip or mooring for more than forty-eight (48) hours. The Port District has the sole discretion and exclusive right to rent Slip Occupant's slip or mooring as a transient slip or mooring during the Slip Occupant's planned period of absence.
10. In the event of a severe storm, Port District personnel may attempt to provide storm preparation and damage prevention services if such attempts are reasonably safe and practicable. Notwithstanding the foregoing, it is the responsibility of the Slip Occupant to provide such protection for Slip Occupant's Vessel. The Slip Occupant releases, indemnifies and holds harmless the Port District from all liability for damage to the Slip Occupant's Vessel resulting from storms, including hail, rain, lightning, surges and wave action.
11. In the event that a Slip Occupant's Vessel is partially submerged or totally submerged in its slip, mooring, or at any location within the confines of the Waukegan Harbor, including entrances and exits thereto, the Slip Occupant shall commence salvage activities within twenty-four (24) hours notice by the Port District to the Slip Occupant of the partial or total submersion of the Vessel. Failure to commence salvage activities within the prescribed time the Port District, at its option, may salvage the Vessel and charge all costs of salvage, removal and storage of the Vessel to the Slip Holder..
12. If, during the Slip Occupant's absence, the Slip Occupant's Vessel is observed to be on fire, partially submerged or totally submerged in its slip, mooring, or at any location within the confines of the Waukegan Harbor, including all entrances and exits thereto, the Slip Occupant grants the Port District the absolute right to enter in or upon the Vessel to douse any fire and attempt any salvage that it deems reasonably safe and practicable. The Slip Occupant waives, releases and holds harmless the Port District from all damage incurred to the Vessel while attempting salvage and agrees to reimburse the Port District for all costs associated with efforts to salvage the Vessel.
13. The Slip Occupant acknowledges and agrees to assume all responsibility for properly securing the Slip Occupant's vessel. If the Port District reasonably believes a Vessel is improperly secured, the Port District may re-secure the Vessel at the Slip Occupant's expense. Any damage to Port District slips, moorings, structures or to other Vessels caused by the failure of the Slip Occupant to adequately secure the Vessel shall be the sole responsibility of the Slip Occupant.
14. Unobstructed Access To Dock Walkways and Finger Piers: All dock walkways and finger piers must be kept clear to provide unobstructed access for emergency services personnel. This includes keeping these areas clear of lawn furniture, decorative planters, bicycles and other personal items. All personal property must be stored in the Slip Occupant's dock box or onboard the Slip Occupant's Vessel. Any personal items left on the dock walkways or finger piers when a Slip Occupant is not present shall be deemed an obstruction which shall be removed and discarded by marina personnel. The Port District shall bear no responsibility for prohibited personal items which are removed and discarded. Notwithstanding the foregoing, gas and charcoal grills of a reasonable size may be stored on the Slip Occupant's finger pier year-round. The Port District shall have sole discretion to determine if a grill exceeds a reasonable size such that it constitutes an impediment for emergency services personnel. In the event a grill is determined by the Port District to cause an impediment for emergency services personnel, the Port District shall direct the Slip Occupant to remove the grill and the Slip Occupant shall comply with the Port District's request with seven (7) days. All propane or other gas tanks shall be removed by the Slip Occupant before November 1st each year.
15. Modifications To Dock Walkways and Finger Piers Prohibited: Modifications of any kind, including but not limited to drilling, bolting, nailing, screwing, sawing or otherwise affixing personal property of any kind to the physical structure of dock walkways and finger piers is strictly prohibited. Any modifications to the physical structure of dock walkways or finger piers shall be removed by the Port District, any damage to the dock walkway or finger pier shall be repaired and all costs of repair shall be charged to the responsible Slip Occupant. Certain approved modifications such as boat steps, dock wheels, bumper strips and line caddies which are used to promote safe Vessel ingress, egress and harbor navigation may be purchased by the Slip Occupant from the Port District upon request. Dock modifications which require attachment to the physical structure of the dock, such as dock wheels, bumper strips and line caddies shall be installed solely by the Port District and upon installation shall become a fixture of the dock. Slip Occupants shall not remove dock modifications once affixed to the physical structure of the dock and forfeit all right, title and interest to the dock modification upon termination of the Slip Occupant's Agreement. Dock modifications which do not require physical attachment to the dock, such as boat steps, shall be purchased solely through the Port District but shall remain the property of the Slip Occupant upon termination of the Slip Occupant's Agreement.
16. Storage of Fuel Containers: Storing portable fuel containers, including external outboard fuel tanks, jerry cans, or any other fuel transportation device on dock walkways, finger piers or in dock boxes, is expressly prohibited. Refueling of watercraft must be performed at the fuel dock. Portable fuel containers may only be stored onboard the Slip Occupant's Vessel. Storage of portable fuel containers in any other location on the dock walkways, finger piers or dock boxes will result in immediate confiscation and a fine of one hundred dollars (\$100.00) being charged to the responsible Slip Occupant for each occurrence. The foregoing prohibitions shall not include transportation of portable fuel containers by hand or dock cart to and from boat slips and shall not include propane or other gas tanks used solely as a means of operating a gas grill.
17. Marina Shore Power Connections: The presence of electrical connections in close proximity to water is inherently dangerous. The Port District requires every Slip Occupant use shore power cords that are designed for use in a marine environment, rated to carry the necessary amperage for the intended marine use, having locking connectors at each end and be waterproof the entire length of the cord. Vessels, dock walkways and finger piers which are determined by the Port District to have inadequate, inventive or otherwise dangerous wiring, shall be removed by the Port District, any damage to the dock walkway or finger pier shall be repaired, with all costs of repair being charged to the responsible Slip Occupant. Modification of electrical pedestals on dock walkways and finger piers is strictly prohibited. Installation of decorative electrical lighting on dock walkways or finger piers is strictly prohibited.
18. Removal of Unsafe Vessels: The Port District reserves the exclusive right to cause a Vessel to be removed and stored at the owner's expense in the event it becomes unsafe, unseaworthy, an environmental hazard, or is abandoned. The Port District reserves the exclusive right to determine the immediacy and necessity of action in emergency situations based upon threat to person or property. Referral to a commercial salvage or towing operation will be attempted when appropriate.
19. Limitations on Vessel Length: Vessel length is defined as length over all ("LOA") and shall include the Vessel's length stem to stem, plus all appendages such as swim platforms, step-decks, motors, bowsprits, bow-pulpits, windlasses, and anchor chocks. No Vessels LOA shall exceed the length of the slip in which it is harbored, or extend in any fashion into the navigation channel. Boat slips containing a second Vessel such as a tender, dinghy, Zodiac, jet-ski, or other personal watercraft, shall have the length of the second Vessel included in the LOA if the second Vessel is docked in such a fashion as to extend the length of the first Vessel. Any Vessel or Vessels with an LOA longer than the length of the slip, or which extends in any fashion into the navigation channel, shall be deemed in violation of this provision. Violation of this provision shall result in cancellation of the slip assignment. The Waukegan Port District reserves the right to measure any Vessel(s) which it reasonably believes exceed the length of the slip.
20. Acknowledgment and Acceptance: The Slip Occupant acknowledges and agrees that he/she (1) has read and understands the applicable rules of the Port District Slip Occupancy Agreement and recognizes that the rules are subject to change; (2) shall comply with and be bound by the rules now in force and as may hereafter be changed; (3) shall inform all guests of these rules and be responsible for their compliance; and (4) acknowledges that failure to comply with these rules may result in cancellation of the Slip Occupancy Agreement.

Agreed and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Signature of Slip Occupant (If corporate owner, signature and title of Officer signing.)

Approved - Waukegan Port District  
Waukegan Port District  
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Waukegan, IL 60079  
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