



MIDWEST REALTY MANAGEMENT, INC.

Managed by people who care.

2990 Universal Street – Suite A – Oshkosh, WI 54904 – Phone (920)426-2060 – Fax (920)426-2065

January 31, 2020

Dear River Mill Boater,

Attached you will find the 2020 boating season rules and lease information. The required deposit to reserve your boat slip will be **\$300** which is **due by February 17, 2020** in order to secure your slip for the season.

No boats are allowed in the marina until the full slip rental and certificate of insurance are received. Please carefully read the attached Rules and Regulations. If you wish to be a marina member for 2020 **please sign and return the lease agreement, send your proof of insurance along with your deposit** in the amount \$300 made payable to:

River Mill Condo Association
C/o of Midwest Realty Management
2990 Universal Street, Suite A
Oshkosh, WI 54904

Your check must be received prior to February 17, 2020 to reserve your space. All deposits are non-refundable. The balance will be due on April 1, 2020. After February 17, 2020 slips not reserved will be offered to boaters on the waiting list.

Please make sure to completely fill out the top portion of your lease so we are able to contact you in the event of an emergency.

If you have any questions please contact us at 920-426-2060 or rivermill.condos@yahoo.com.

We are looking forward to having you as a member of our marina for the upcoming season!

RIVER MILL OWNER BOAT SLIP LEASE – 2020

5/1/2020 through 10/15/2020

LESSEE NAME/S: _____ SLIP #: _____
ADDRESS: _____
PHONE/S: _____
EMAIL: _____
EMERGENCY CONTACT: _____ PHONE: _____

BOAT INFORMATION:

YEAR: _____ LENGTH: _____
MAKE: _____ BEAM: _____
REGISTRATION: _____
INSURANCE: _____

**** A COPY OF YOUR INSURANCE CERTIFICATE MUST BE INCLUDED FOR OUR FILES ****

RENT: \$925.00 (Tax \$46.25) TOTAL: \$971.25

DEPOSIT: \$300.00 PRIOR TO: 02/17/2020

BALANCE: \$671.25 PRIOR TO: 04/01/2020

MAKE CHECKS PAYABLE TO: River Mill Condo Association, c/o of Midwest Realty Management, 2990 Universal Street, Suite #A, Oshkosh, WI 54904

LESSEE IS CAUTIONED TO CAREFULLY REVIEW THIS LEASE. ANY INCORRECT INFORMATION SET FORTH ABOVE SHALL BE CORRECTED BY FIRST DRAWING A LINE THROUGH THE INCORRECT INFORMATION AND THEN INSERTING AND INITIALING THE CORRECT INFORMATION. LESSEE SHALL USE ONLY THE LEASED SLIP ASSIGNED TO THEM FOR THE DOCKING OF LESSEE'S BOAT. LESSEE WILL NOT UTILIZE THE SLIP UNTIL A COPY OF THE FULLY EXECUTED LEASE IS RECEIVED BACK FROM THE LESSOR, AND PAYMENT IN FULL RECEIVED ALONG WITH A CERTIFICATE OF INSURANCE NAMING RIVER MILL ASSOCIATION OF CONDOMINIMUM OWNER, INC AS ADDITIONAL INSURED.

THIS LEASE INCLUDES AND LESSEE AGREES TO BE BOUND BY ALL OF THE RULES AND REGULATIONS SET FORTH ON THE REVERSE SIDE OF THIS LEASE. LESSOR SHALL HAVE THE RIGHT TO ESTABLISH AND MODIFY ENFORCED RULES AND REGULATIONS RELATED TO THE USE OF THE BOAT SLIP, DOCK AND RELATED FACILITIES OWNED BY LESSOR. IN THE EVENT THERE IS MORE THAN ONE LESSEE, THE TERM LESSEE SHALL APPLY TO EACH LEASE AND EACH LESSEE SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR ALL OBLIGATIONS UNDER THIS LEASE. SLIPS ARE DESIGNED TO HOLD BOAT MODELS FROM 21 TO 33 FEET.

LESSEE HEREBY WAIVES ANY AND ALL CLAIMS FOR PERSONAL INJURY, WRONGFUL DEATH OR PROPERTY DAMAGE LESSEE MIGHT OTHERWISE HAVE AGAINST LESSOR (WHICH TERMS SHALL INCLUDE THE OFFICERS, DIRECTORS, MEMBERS, AND EMPLOYEES OF LESSOR) ARISING OUT OF OR IN ANY WAY RELATED TO USE OF THE BOAT SLIP. LESSEE FURTHER AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS FROM SUCH CLAIMS. THE CLAIMS REFERED TO IN THIS PAPAGRAPH SHALL INCLUDE CLAIMS BASED UPON THE NEGLIGENT OR INTENTIONAL CONDUCT OF LESSOR AND ANY ONE FOR WHOSE CONDUCT LESSOR IS LEGALLY RESPONSIBLE.

LESSEE SIGNATURE: _____ DATE: _____

LESSEE SIGNATURE: _____ DATE: _____



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**RIVER MILL ASSOCIATION OF CONDOMINIUM OWNERS, INC.
2020 BOAT LIFT OWNERS AGREEMENT**

It is hereby understood and agreed that upon purchase or installation of a boat lift, located on the property owned by the River Mill Association of Condominium Owners, Inc. you are subject to the following rules and regulations.

1. Boat lift owner is responsible for maintenance, upkeep and insurance for the boat lift. River Mill takes no responsibility for any claims of personal injury, damage, or any claims otherwise that may occur in use of the boat lift.
2. The annual slip rental fee is due and payable regardless if the boat lift is used for the boating season.
3. Boat lift owner shall not sub-lease boat lift.
4. In the event that the owner elects to sell the boat lift, first right to refusal must be to River Mill Association of Condominium Owners.
5. In the event of a sale to a non-owner approval must be granted by River Mill Condo Association and a new boat lift agreement must be signed by the new owner.
6. In the event that the boat lift owner elects to remove the boat lift, it must be done at his expense and the dock must be restored to its prior condition at the boat lift owner's expense.
7. If an owner neglects to pay the annual slip rental fee, the owner may be subject to additional charges for, but not limited to, repair, removal, and resale and forfeits all rights to ownership.
8. This agreement shall remain in effect and be enforceable until the sale or removal of the boat lift is approved by the River Mill Association of Condominium Owners, Inc.

Boat Lift Owner

Date

River Mill Association of Condominium Owners, Inc.

Date



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RIVER MILL ASSOCIATION OF CONDOMINIUM OWNERS, INC. 2020 RIVER MILL MARINA RULES AND REGULATIONS

THE RULES AND REGULATIONS AS STATED BELOW ARE PART OF THE LEASE:

1. LESSEE AGREES TO OBEY ALL RULES AND REGULATIONS ESTABLISHED BY LESSOR AND ANY ADDITIONS THAT LESSOR MAY DEEM NECESSARY FROM TIME TO TIME.
2. LESSEE BY ACCEPTANCE OF THIS LEASE ACKNOWLEDGES THAT LESSEE IS AWARE THAT LESSOR RETAINS THE EXCLUSIVE OPTION AND RIGHT NOT TO RENEW THIS LEASE.
3. LESSEE SHALL USE ONLY THE LEASED SLIP ASSIGNED TO THEM FOR THE DOCKING OF LESSEE'S BOAT. ONLY THE WATERCRAFT THAT IS INSURED BY THE SLIP RENTER IS TO BE DOCKED IN THE ASSIGNED SLIP. FURTHERMORE, THE INSURANCE POLICY THAT COINCIDES WITH THE SAID WATERCRAFT MUST BE IN THE POSSESSION OF THE RIVER MILL ASSOCIATION OF CONDOMINIUM OWNERS, INC. IF A PERSONAL WATERCRAFT (PWC) IS TO BE ADDED TO THE SLIP, THE FOLLOWING CRITERIA MUST BE MET:

THE PWC AND BOAT ARE PROPORTIONATE IN SIZE TO THE SLIP ITSELF. EITHER CRAFT CANNOT EXTEND PAST THE ALLOTTED SPACE OF THE SLIP.

THE PWC MUST BE MOORED TO THE PILINGS AND NOT BE ALLOWED TO MAKE CONTACT WITH THE DOCK OR BOAT IN THE SLIP. A LIFT IS ACCEPTABLE TO USE IN LIEU OF THE TIE LINES.

THE PWC AND THE WATERCRAFT MUST BE INSURED ON THE SAME POLICY AND IN THE SAME NAME AS THE RENTER OF THE SLIP. ALL SECONDARY WATERCRAFT ARE SUBJECT TO APPROVAL BY THE DOCK COMMITTEE OF RIVER MILL AND CAN BE REVOKED AT ANY TIME.

4. ALL BOATS THAT DO NOT UTILIZE A LIFT, EITHER POWER OR MANUAL, MUST BE SECURED USING TIE LINES **ATTACHED TO ALL FOUR PILINGS SURROUNDING THEIR SLIP**. ADDITIONAL LINES MAY BE USED TO FURTHER SECURE THE WATERCRAFT, HOWEVER THIS OPTION CANNOT BE A SUBSTITUTE FOR THE PILINGS. BUMPERS ARE RECOMMENDED TO DECREASE THE CHANCE OF DAMAGE TO THE WATERCRAFT AND DOCKS DURING INCLEMENT WEATHER.
5. LESSEE SHALL NOT SUBLEASE LESSEE'S SLIP.
6. LESSEE SHALL NOT FILL FUEL TANKS WITH FUEL FROM A PORTABLE CONTAINER WHILE LESSEE'S BOAT IS SECURED IN ITS SLIP OR ANYWHERE IN THE DOCK AREA. A VIOLATION OF THIS RULE WILL RESULT IN THE IMMEDIATE TERMINATION OF THE LEASE WITHOUT ANY REFUND.
7. FOR THE SAFETY OF ALL BOATERS AND TO FACILITATE THE CLEANING OF THE DOCKS, ALL PERSONAL PROPERTY MUST BE STOWED.

8. THE RIVER MILL CLUB HOUSE AND POOL ARE NOT PART OF THE RIVER MILL MARINA AND ARE FOR THE EXCLUSIVE USE OF THE RESIDENTS OF THE RIVER MILL CONDOMINIUM.
9. NO CHARCOAL FIRES OR OPEN FIRES OF ANY TYPE ARE PERMITTED ON BOATS, ON THE DOCK, OR IN THE COVERED SLIPS. NO CARPETING IS ALLOWED ON THE DOCK.
10. BOAT WAKE MUST BE HELD TO A MINIMUM WHEN ENTERING AND LEAVING THE DOCK AREA.
11. WATER AND ELECTRICITY IS INCLUDED IN THE SLIP RENTAL, HOWEVER, LESSEE MUST PROVIDE A HOSE AND SPRING LOADED NOZZLE AND MUST REFRAIN FROM EXTRAODINARY USAGE.
12. LESSEE SHALL REMOVE ALL GARBAGE AND RECYCLABLES FROM THE DOCK AREA. GARBAGE AND RECYCLABLES, SEPARATELY BAGGED, MAY BE PLACED IN THE CONTAINERS PROVIDED BY THE LESSOR.
13. LESSEE SHALL NOT DISPLAY "FOR SALE" SIGNAGE ON BOATS WHILE DOCKED OR ANYWHERE IN THE MARINA AREA.
14. LESSEE SHALL PARK LESSEE'S VEHICLES IN THE MARKED PARKING SPACES IN THE NORTH PARKING LOT BETWEEN THE POOL AND THE TENNIS COURTS. LESSEE SHALL BE ALLOWED TO PARK ONLY TWO VEHICLES IN THIS AREA. NO LARGE TRUCKS, MOTOR HOMES OR TRAILERS ARE PERMITTED IN THIS PARKING AREA. ADDITIONAL PARKING MAY BE AVAILABLE ON THE CITY STREETS. ACCESS TO THE MARINA WILL BE THROUGH THE GRASSY AREA BETWEEN THE POOL AND THE CONDOMINIUM BUILDING.
15. LESSEE SHALL NOT ADD, REMOVE OR MODIFY ANY PART OF THE BOAT SLIP LEASED INCLUDING ANY EQUIPMENT INSTALLED IN THE BOAT SLIP THAT IS OWNED BY THE RIVER MILL ASSOCIATION OF CONDOMINIUM OWNERS, INC. WITHOUT WRITTEN PERMISSION FROM THE LESSOR