



# O U T D O O R U W

## 2021 SEASON MOORING BUOY LEASE AGREEMENT

Please read and fill out the agreement form. Once completed, please mail the following documents to:

800 Langdon St.

Attn: Outdoor UW

Madison, WI 53706

- ✓ Your completed 2021 Season Buoy Lease Agreement Form
- ✓ Check payable to the “Wisconsin Union” (also payable by credit/debit through OUW or online at [Members.hoofers.org](http://Members.hoofers.org))
- ✓ Current proof of insurance for boat

If you wish to make a payment using credit or debit, please mail your signed agreement form and proof of insurance to the above address OR email a signed copy to [OUWmanager@Hoofers.org](mailto:OUWmanager@Hoofers.org). When the Outdoor UW Office receives this information a staff member will contact you to confirm receipt of payment.

Your full payment and paperwork is due by 5:30 PM (CST) Friday, March 12, 2021 to secure your lease for first round assignments.

Direct any questions to the Wisconsin Union Outdoor UW Sailing Program Manager, David Elsmo at [David.Elsmo@wisc.edu](mailto:David.Elsmo@wisc.edu) or (608) 265-8453.





# O U T D O O R U W

Office staff:

Agreement for mooring area # \_\_\_\_\_, buoy # \_\_\_\_\_, subleasing from \_\_\_\_\_

## 2021 SEASON MOORING BUOY LEASE AGREEMENT

This agreement entered on the date noted below by the Wisconsin Union of the University of WI – Madison

with (name) \_\_\_\_\_

whom resides at (street address) \_\_\_\_\_

in (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (herein after “Lessee”), in consideration of covenants contained herein, the parties hereto do mutually agree as follows:

1. The Wisconsin Union shall lease to lessee one boat mooring space in the specified mooring area on Lake Mendota for the period set forth in paragraph 3. In mooring areas #1 and #2 only, the Union shall provide and maintain the mooring from the anchor to the buoy. In area #4, the lessee shall provide, place, and maintain his/her own mooring from including anchor and buoy. Said buoy must comply with all state rules, regulations and laws, and must be positioned so that lessee’s boat remains within the boundaries of the mooring field at all times.
2. The use of moorings in the Wisconsin Union mooring fields is intended for the private recreational use of the lessees. Personally subletting and/or commercial use of the moorings is strictly prohibited and constitutes explicit grounds for unilateral termination of this agreement. Only the boat belonging to the lessee and specifically described may be stored at the mooring. Any changes in equipment must be pre-approved by the Mooring Field Manager.
3. Lessee shall be liable for and shall pay rent to the Wisconsin Union according to the schedule indicated below for the period from May 1, 2021 through October 25, 2021. Lessee agrees that their boat will be removed no later than October 25, 2021.





## O U T D O O R U W

| 2021 FEES    | AREA #1         | AREA #2         | AREA #4         | Schedule of Refunds     |
|--------------|-----------------|-----------------|-----------------|-------------------------|
| SEASON FEE   | \$940.28        | \$730.93        | \$125.69        | May 1-15: 100% Refund   |
| TAX          | \$54.73         | \$42.54         | \$7.32          | May 16: -31: 80% Refund |
| <b>TOTAL</b> | <b>\$995.00</b> | <b>\$773.48</b> | <b>\$133.01</b> | June 1 -30: 50% Refund  |
|              |                 |                 |                 | No refund after June 30 |

4. The Wisconsin Union shall not be liable for any damage which occurs to any boat moored at the buoy covered by this agreement, or tethered at Wisconsin Union boat docks, with said damage including, but not limited to, damage caused by swinging, collision, break-loose or vandalism.
5. Lessee agrees to provide two appropriate (diameter) mooring lines, in good condition, to attach their boat to their assigned mooring. The Wisconsin Union will provide a shackle atop the mooring ball that shall not be removed for any reason. Lessee agrees to remove all lines and hardware from the buoy no later than the removal date specified in clause #3, above. The Wisconsin Union shall not be liable for the loss of or damage to any mooring lines or hardware at any time, particularly to those left on buoy past the removal date.
6. Lessee shall maintain a certificate of insurance specifying the amounts and types of insurance provided by their insurance carrier for their vessel for the duration of the lease. Lessee shall also provide the Union with emergency contact information and a detailed description of their vessel. All these materials must be provided prior to Lessee's vessel being placed in the mooring field. The Lessee must update this information as it changes.
7. The Wisconsin Union will make paddle dinghies available for travel to and from vessels moored at buoys covered by this agreement for field #1. Lessee agrees to ensure that all passengers in such transportation are provided with an appropriate, legal PFD (personal flotation device). Lessee agrees that, when using such transportation at night, they will provide an appropriate, legal light. The Wisconsin Union will provide space free of charge to store a personal watercraft to field #2 and #4 lessees only.
8. Lessee agrees to comply with all applicable state laws, city and county ordinances, University of Wisconsin regulations, Wisconsin Union policies and procedures, and with all orders issued by Wisconsin Union employees.



# O U T D O O R U W

- 9. Per Wisconsin Union Policy FR1-5, lessee agrees not to serve or dispense alcoholic beverages from their boat while it is docked at any Wisconsin Union pier.
- 10. The Wisconsin Union retains the right to relocate Lessee’s buoy location or to require Lessee to shift their boat from one buoy to another. The Wisconsin Union retains absolute discretion over the assignment of buoys. Use of any buoy other than that assigned by the Union to Lessee is an explicit ground for unilateral termination of this agreement.
- 11. The term of this agreement is for one season. This agreement carries no implicit or explicit guarantees to future availability of mooring sites, nor is the Wisconsin Union under any obligation to provide special notification of mooring availability.
- 12. To preserve the integrity of the mooring fields, the Wisconsin Union reserves the right to unilaterally terminate this agreement at any point throughout the season for any reason.
- 13. If Lessee does not remove any boat moored to the buoy covered by this agreement by the end of the rental period set forth in clause #3 (above) the Lessee authorizes the Wisconsin Union to remove the boat from the mooring. In this event, Lessee shall be liable for and agrees to pay a fifty dollar (\$50.00) per day storage fee in addition to any expenses incurred in removing the boat. Lessee authorizes the Wisconsin Union to retain possession of the boat until the storage fee has been paid.

UNION MEMBER (ID#: \_\_\_\_\_)

Date \_\_\_\_\_ Lessee Signature \_\_\_\_\_

Date \_\_\_\_\_ Wisconsin Union Staff \_\_\_\_\_

