



SEASONAL SLIP RENTAL AGREEMENT

This Slip Rental Agreement (this "Agreement") is a maritime contract and is between Waukegan Port District, a municipal corporation doing business as

"Waukegan Port & Marina" ("WP&M"), at 55 South Harbor Place, Waukegan IL. 60085 and _____ ("Customer")

Customer's Physical Address: _____

Customer's Mailing Address: _____

Customer's Driver License Number: _____ Customer's Driver License State: _____

License Plate Car#1 _____ Car#2 _____ Car#3 _____

Customer's E-Mail: _____ (Cell) Phone: _____ (Home) _____

Emergency Contact Phone: _____ Emergency Contact Name: _____

Name of Vessel Owner(s): _____ Spouse: _____ Vessel Name: _____

DMV Or USCG Documentation Number: _____ Circle one: Power Sail

Length Overall: _____ Beam: _____ Draft: _____ Make: _____ Model _____

Hull No.: _____ Color: _____ Year: _____

Dinghy Information: Length: _____ Beam: _____ Color: _____ Rigid _____ Inflatable _____

Identify Holders of Mortgage & Other Liens Against Vessel: _____

Address: _____

Company Vessel Insured By: _____

Address: _____

Policy Number: _____ Insurance Agent: _____ Agent Phone # _____

Start Date of Agreement ("Start Date") _____

Term of Agreement: Automatic Annual Renewal Slip Size: _____ Slip #: _____ ("Slip")

Annual Slip Fee ("Slip Fee") \$ _____

New Boater Admin Fee \$ _____

Other \$ _____

TOTAL DUE: \$ _____ (Payment must be remitted at the time this agreement is made)

Payment Method Check ☐ ACH ☐ Cash ☐ Credit card* ☐

* All payments by credit card are subject to service charges (See Fees and Charges)

It is understood and agreed this Agreement is a commercial agreement and does not create a bailment or a landlord-tenant relationship (residential, commercial, or otherwise). The terms of this Agreement appear herein, and the attached Slip Rental Agreement - Additional Terms, all of which are integral parts of this Agreement and are fully incorporated herein. It is understood that this Agreement specifies rights and obligations of the parties to this Agreement, and that it contains important terms, including ones exonerating from liability. By signing below Customer affirms he/she is legally permitted and authorized by all owners of the above-described Vessel (the "Vessel") to enter into this Agreement for their benefit and the benefit of the above Vessel. Customer shall signify by signing where indicated below that he/she has received a complete copy of this Agreement, has read it and agrees to abide by all its terms. Copies of this Agreement are available at the office of WP&M, located at the Marina, upon request by Customer. It is understood and agreed that Marina is a seasonal marina, and the official opening date of the Marina is **1st of April** ("Opening Date") and closing date is **1st of November** (Closing Date). Before the Opening Date and after the Closing Date, the Marina may, but is not obligated to provide, services and utilities to Customer, including but not limited to, water, weekend main office services, bathrooms on the piers, fuel. Customer understand, acknowledges and accepts that WP&M may elect not to offer services or utilities throughout the year due to weather conditions, as determined at WP&M's sole discretion. Customers who launch/keep their boats in the Marina before the Opening Date and after the Closing Date, or who dock their boats in the Marina's boat slips, do so at their own risk. WP&M is not responsible for any damages, injuries that may occur. In the event the Vessel is owned by a corporation or other business entity rather than a single individual, the person whose signature appears below agrees to be held personally and severally liable, together with such business entity, for satisfaction of the duties of Customer and the Vessel hereunder, including but not limited to the obligations pertaining to payment of Slip and other fees. It is agreed that the person whose name and signature appears below shall be personally and primarily liable for performance of the payment and all other terms and obligations of this Agreement. If the Vessel is owned by a partnership, the person who executes this Agreement shall be an equity partner who has authority of all other partners to enter into this Agreement. Such person shall be personally and primarily liable, for payment of all sums due hereunder and compliance with all other terms and conditions herein, in addition to the liability of all partners for such compliance. If the Vessel is owned by a partnership or a corporation, WP&M reserves the right to restrict the number of persons entitled, based on their affiliation with such partnership or corporation, to access the Marina.

Customer Name (print) : _____

Customer Signature : _____ Dated: _____

WP&M Representative Name : _____

WP&M Representative : _____ Dated: _____

SLIP RENTAL AGREEMENT ADDITIONAL TERMS

1) SPACE ASSIGNMENT/SLIP USE AND CONDITION.

WP&M hereby licenses to Customer the Slip located in the Marina (as defined below) for Customer's non-exclusive use in connection with the Vessel described herein, together with (if applicable) one associated dock box. The term "Marina" means the vessel marina operated by Waukegan Port District and located at the address commonly identified as 55 South Harbor Place, Waukegan, Illinois 60085. Customer may relocate to another slip (subject to a transfer fee) only upon obtaining the advance express written permission of WP&M, which WP&M may withhold in its sole discretion. WP&M shall have the right at any time in its sole discretion and without compensation to Customer to reassign Customer's Vessel to a different slip. Customer further agrees that WP&M shall have the right, in the event of emergency or operational and other necessities, to immediately, and without prior notice to Customer, relocate the Vessel to another slip or end tie, and that neither WP&M nor its agents, employees, officers, managers, partners, owners and affiliates shall be liable for any loss or damage resulting from such movement of the Vessel. Customer shall not create or permit Customer's family, guests, agents, contractors, licensees, pets, or invitees to create any waste, nuisance, or indecorous conduct at any place in or about the Marina which might disturb the quiet and peaceful use of the Marina by others. Customer acknowledges he/she has inspected the assigned Slip and surrounding areas, and that they are in good, serviceable, and suitable condition. Customer understands that WP&M does not warrant the condition of the Slip or surrounding areas, and that, except as otherwise expressly provided herein, users of the docks, ramps and all other waterfront and landside areas do so at their own risk.

2) SEASONAL – SEASONAL TERM, FEE STRUCTURE, FEE/DEPOSIT INCREASES, UTILITIES

This Agreement commences on the Start Date and automatically renews on an annual basis, subject to default and termination provisions contained herein. The Slip Fee shall be calculated pursuant to the Fee Schedule, the most current version of which is attached hereto as Exhibit G, and is based on the overall length of the Vessel (including but not limited to swim steps, bow sprits and anchors), or the length of the slip, whichever is longer. Customer shall review and execute the Vessel Measurement Diagram, which is attached hereto as Exhibit A, which details the manner in which vessel length is determined. The Vessel is subject to measurement at any time by WP&M, and the Slip Fee will be determined by computations using the then-current Fee Schedule. Customer grants permission for WP&M personnel to board the Vessel, without liability, for purposes of verifying measurements of the Vessel's length and beam. If at any time WP&M determines that the length of the Vessel is longer than specified above by Customer, WP&M may charge, and Customer shall immediately upon demand reimburse WP&M, for any underpayment(s) occurring as a result of such underrepresentation as to the length of the Vessel, and thereafter the Slip Fee shall be charged and paid based on the actual overall length of the Vessel or Slip, whichever is greater.

Fees for utility service(s) may be included in addition to the Slip Fee and are subject to change. WP&M reserves the right to increase the Slip Fee and/or other fees at any time. WP&M will notify Customer of any such increases by pursuant to the notice requirements in Section 30 of his Agreement. Any such increases become effective 30 calendar days after such written notification.

3) This Agreement is automatically renewed annually (unless cancelled in writing by either party with 30-days' notice), provided that Customer is not in breach of any of the provisions in this Agreement. The Slip Fee may be refunded, minus a \$500 deposit, up to December 31st.

4) INJURY/PROPERTY DAMAGE CAUSED BY IRRESISTIBLE FORCES.

Under no circumstances shall WP&M be held liable for any personal injury or property loss, or damage occasioned by fire, storm, theft, winds, acts of God or any other irresistible force.

5) SOLICITORS/BOARDING OF VESSELS.

a) Customer shall not permit solicitors to access the Marina. Unless advance written permission is secured from WP&M, Customer shall not post any "For Sale" or similar sign(s) or notices on the Vessel or floats, gangways, docks or on any other part of the Marina. Customer must immediately inform WP&M of any persons who will access the Marina for the sale or purchase of the Vessel. Upon entering the Marina, such person(s) must check in at the Marina office and complete an access agreement ("Vendor Access Agreement"), the form of which is attached hereto as Exhibit D.

b) WP&M's personnel may board the Vessel at any time, without prior notice for health, environmental or safety purposes, or to protect the Marina or other property, and/or the public peace. Companies and/or workers hired by Customer to work aboard the Vessel must complete a Vendor Access Agreement. Companies and/or workers hired by Customer are also required to: (i) carry liability insurance with minimum per occurrence policy limits of \$500,000.00; (ii) have a business license; and (iii) provide worker compensation insurance for employees. Customer shall verify the existence of such insurance prior to permitting work aboard the Vessel. Customer must ensure that all work on the Vessel is done in a manner that does not interfere with the peace and enjoyment of other people at the Marina. WP&M reserves the right to refuse access to the Marina with or without cause for any purpose allowed by law.

6) ASSIGNMENT/USE OF SLIP ONLY BY THE VESSEL.

Customer may not assign or otherwise transfer this Agreement or Customer's rights hereunder. Customer agrees that Customer maintains no ownership interest of any kind in the Marina or the Slip and that Customer is not permitted to represent or imply to any prospective buyer of the Vessel or to anyone else that the sale of the Vessel includes a right to occupy the Slip. In the event Customer elects to sell the Vessel, Customer agrees to inform all prospective buyers and involved brokers that this Agreement will terminate automatically upon the transfer of any ownership interest in the Vessel and that the Vessel must (except as otherwise herein provided) vacate the Marina prior to or simultaneous with the transfer of ownership rights. Customer shall indemnify, defend, and hold harmless WP&M from all claims, liability, loss, damage, or other harm that WP&M suffers as a result of any breach of this Section, including attorney fees and costs incurred in connection with any litigation related to an unauthorized occupancy of the Slip occasioned or caused by such false representations by Customer. In the event Customer wishes to sell his/her Vessel and a prospective owner wishes to maintain the Vessel at the Marina, WP&M may, but is not obligated to, permit the Vessel to continue occupying a slip at the Marina, pursuant to such terms and conditions as WP&M may, in its discretion, mandate, including a slip transfer fee. Before WP&M will consider permitting the Vessel to continue occupying a slip following transfer of ownership, the prospective new owner must complete a slip rental agreement, which WP&M may reject for any or no reason. Only the Vessel identified above and two auxiliary watercrafts (subject to advance approval by WP&M and compliance with the Auxiliary Watercraft Regulations, attached hereto as Exhibit E), may occupy the Slip. Nothing except required safety equipment may be stored in any auxiliary watercraft located in the water.

7) WP&M RIGHT TO INTERRUPT UTILITIES DURING REPAIRS, RENOVATION, CONSTRUCTION.

Customer understands and accepts that WP&M may interrupt power or other utility services provided to the Slip from time-to-time for reasons including the maintenance, replacement, and/or improvement of the docks, ramps, and other components of the Marina. Customer therefore represents and warrants the Vessel does not leak and is otherwise seaworthy in all respects. Customer agrees to maintain the batteries used to power the Vessel's bilge pump(s) or other dewatering equipment in a fully charged condition, sufficient that the Vessel's bilge pump(s) and any other dewatering equipment remain operational for at least 10 days if disconnected from dockside electricity. Customer also understands refrigeration systems may be temporarily inoperable during periods of construction or renovation, and that it is Customer's sole responsibility to remove perishable food items from refrigerators/freezers during such periods. If WP&M deems it necessary or prudent to interrupt power for emergency or urgent repairs, it may do so without prior notice to Customer. Customer shall indemnify, defend, and hold WP&M and its agents, employees, officers, managers, partners, owners and affiliates harmless from and against liability arising or potentially arising as a result of damage to the Vessel or other property caused or occasioned by power interruptions, unless occasioned by WP&M's gross negligence or willful misconduct, which must be affirmatively established, and which may not be presumed.

8) MARINA'S RIGHTS TO MOVE VESSEL DURING CONSTRUCTION, RENOVATION, OTHER WORK OR REASONS.

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Customer understands and agrees that in order to accomplish maintenance, replacement and/or improvements to the docks, ramps and other components of the Marina, or for other reasons, from time to time it might be necessary to move the Vessel temporarily to a location other than the Slip, which other location shall be as designated by WP&M. During such periods, the Vessel might not be accessible by Customer, and it might be necessary to move the Vessel to a less desirable location, and/or to secure her to another vessel. In the event it becomes necessary or desirable to move the Vessel during such work or reasons, WP&M shall provide Customer at least five calendar days' advance notice. Within three calendar days after such notice, Customer must move the Vessel to the space at the Marina designated in the notice, with all costs to be borne by Customer. If Customer fails or elects not to move the Vessel within the period specified in the notice, WP&M and/or its designated agent shall be permitted to do so, and in such event WP&M shall invoice the Customer and Customer shall pay for the costs associated with moving the Vessel. In the event the Vessel is not readily accessible and Customer desires access to the Vessel, Customer must contact the Marina office at least 24 hours in advance of the desired access time and date, in which event WP&M may, but is not required to, provide assistance in gaining access. Customer further understands that during periods of construction, renovation or other work, it will be difficult or impossible to accurately predict how long such work will take, or how long the Vessel will be located in temporary accommodations, and therefore Customer agrees WP&M and its agents, employees, officers, managers, partners, owners and affiliates shall be held harmless from and against any liability actually or potentially arising from such temporary displacement, including but not limited to liability for loss of use. WP&M reserves the right, following completion of such work, to assign the Vessel to any slip or space it deems suitable. Customer agrees to indemnify, protect, defend, and hold harmless WP&M and its agents, employees, officers, managers, partners, owners, and affiliates from and against all actual or potential liability arising or potentially arising as a result of the relocation, side-tying or rafting of the Vessel with other vessels, or the loss of use of or access to the Vessel during such work or for other reasons.

9) MARINA SECURITY.

WP&M may, but is not required to, secure the services of security personnel, install, and operate monitoring cameras or otherwise provide security features. If WP&M elects to do so, Customer understands that such security is provided solely for the protection of the Marina, and Customer acknowledges and agrees that WP&M assumes no responsibility whatever for the personal safety of Customer or Customer's family, guests, pets, agents, licensees, contractors, or invitees, or for the safety of any vessels or their appurtenances.

10) RELEASE FROM SOOT, SMOKE, OIL OR WAKE DAMAGES.

Customer does hereby release WP&M and its agents, employees, officers, managers, partners, owners and affiliates from any and all claims, damages or liabilities arising out of the injury or damage to Customer or Customer's guests, agents, licensees, contractors or invitees, or their property (including the Vessel or the Vessel's contents), from soot, smoke, oil, wake or any other substance existing upon, in or over waters at or around the Slip or other portions of the Marina. Customer further agrees to indemnify, defend and hold harmless WP&M and its agents, employees, officers, managers, partners, owners and affiliates from and against any and all liabilities and expenses (including attorney's fees) that WP&M or WP&M's agents, employees, officers, managers, partners, owners and affiliates may incur or suffer, arising from or in connection with claims asserted by Customer or Customer's guests, agents, licensees, contractors or invitees for personal injury, property damage or other loss or harm caused by such substances existing upon, in or over the waters within the Marina or other location on its premises or at other locations within Waukegan lake front.

11) WAIVER & SEVERABILITY.

The failure of WP&M to insist upon the performance of any term hereof, or the waiver of any breach of any term hereof, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provisions. In the event any term or condition herein contained is held to be invalid, the parties agree the remaining provisions shall be deemed to be in full force and effect, as if they had been executed by both parties subsequent to the expungement of the invalid provision(s).

12) REGISTRATION/DOCUMENTATION PROOF.

A copy of the Vessel's state (D.M.V.) registration or United States or foreign documentation must be on file in the Marina office, together with a current photograph of the Vessel. Customer shall, within 14 days following renewal thereof, tender to WP&M, with or without prior demand, a true and correct copy of the Vessel's then current state registration, foreign registration, or federal documentation.

13) LIABILITY AND INDEMNITY.

Except as otherwise expressly provided herein, during the term of this Agreement or while the Vessel remains in the Marina or in the possession of WP&M or its assignee, all risk of loss or damage to property and of personal injury and/or death shall be upon the Customer. Additional to all other liability limitations and indemnity provisions herein contained, Customer, as a material part of the consideration to be rendered to WP&M under this Agreement, hereby waives, except as otherwise expressly provided herein, all claims against WP&M and its agents, employees, officers, managers, partners, owners and affiliates for interruption of or interference with utilities, claims for damage to the Vessel, the Vessel's gear or equipment, or any goods, wares, or other personal property in, upon, or about the Vessel or the Common Areas, and for injuries or death to persons including, but not limited to, Customer's family, pets, agents, licensees, contractors or invitees, including those occurring on, in or about the Vessel or the Common Areas, from any cause whatsoever arising at any time including, but not limited to, theft, fire, storm, riots, strikes, collision, animal assaults, insufficiencies involving the electrical and ground fault circuit and other utility systems, chaffing, sinking, acts or omissions of other customers or third parties, WP&M's negligence or otherwise. Customer agrees to indemnify, protect, defend and hold harmless WP&M and its agents, employees, officers, managers, partners, owners and affiliates from and against all such claims and from and against any and all other claims, liabilities, losses, damages, costs and expenses (including, attorney's fees) in any way arising from, relating to, or connected with (i) the use of the Slip, the Common Areas or other portions of the Marina, by Customer or Customer's family, agents, contractors, licensees or invitees, (ii) any act, omission or neglect of Customer, or Customer's family, agents, contractors, licensees or invitees, and/or (iii) any default or breach by Customer in the performance of any obligation on Customer's part to be performed or observed under this Agreement. Solely for the purpose of this Section, the term "Common Areas" shall include but not be limited to all areas in, on or around the Vessel, the Slip, the dock areas, the walks, floats, ramps, gangways, convenience facilities, parking areas, walkways, and roads in, around and leading to and around the Marina.

- a) In the absence of gross negligence or willful misconduct by WP&M, which shall not be presumed and must be affirmatively established, neither it nor its respective officers, managers, partners, agents, owners, affiliates or employees shall under any circumstances whatsoever be charged with or liable for direct, consequential or any other damages sustained, no matter how occurring, by Customer or Customer's family, pets, employees, invitees, licensees, contractors, charterers or underwriters, including but not limited to loss of or damage to the Vessel or any other personal property caused by theft, fire, collision, chafing, dock maintenance or faulty repair, or by reason of any other cause, or for personal injury or death, even if occasioned by the negligence of WP&M and its agents, employees, officers, managers, partners, owners and affiliates. Customer agrees to indemnify, protect, defend and hold harmless WP&M and its agents, employees, officers, managers, partners, owners and affiliates from and against any and all actual or potential liability arising or potentially arising from any such damage, injury, death or other loss by Customer and/or his/her family, employees, invitees, pets, licensees, contractors, charterers and/or underwriters.
- b) Customer acknowledges that the exonerations from and limitations of liability inuring to the benefit of WP&M under this Agreement are intended to exonerate and limit the liability of WP&M from the consequences of WP&M's negligence. In the event Customer does not wish to be bound by such exonerations from and limitations of liability regarding the consequences of WP&M's negligence, WP&M shall and does agree not to enforce any such provisions herein, provided Customer agrees to in writing and does pay an annual Slip Fee at twice the usual rate. If the Customer elects to pay the higher fee and opt out of the said exoneration and limitation terms, Customer must so notify WP&M in writing concurrently with the execution of this Agreement, and in such event, it is understood all other terms and conditions herein shall remain fully enforceable, including the right to terminate this Agreement without cause upon providing 30 days' advance notice. Customer represents and acknowledges that the increased Slip Fee is a reasonable sum in consideration for WP&M's willingness not to enforce said exoneration

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and limitation terms. Nothing in this Agreement is intended to or shall be construed as exonerating WP&M from liability based on harm directly caused by its willful misconduct or gross negligence.

- c) WP&M contracts for rental of the Slip and the amount of the Slip Fee are based on the insurance and limited liabilities as set forth herein. Customer agrees that in the event any exoneration or limitation of liability provided herein in favor of WP&M is determined by a court of competent jurisdiction to be unenforceable, WP&M's liability shall then be strictly limited to a sum equal to the per occurrence limit of the policy of insurance which the Customer is required hereunder to obtain which names WP&M as an additional insured. Customer accepts the above-described risks of property damage/loss, personal injury and death occasioned by the acts or omissions of WP&M and its agents, employees, officers, managers, partners, owners and affiliates, and Customer agrees to purchase and maintain such insurance against such risks as Customer deems prudent and shall look only to said insurance for compensation or damages related to any such loss regardless of the legal or physical responsibility therefor. As to all such policies of insurance and all claims made thereon, for himself/herself and his/her insurers, Customer specifically waives all right of subrogation against WP&M and its agents, employees, officers, managers, partners, owners and affiliates. Nothing in this Agreement is intended to or shall be construed as exonerating WP&M from liability based on harm directly caused by its willful misconduct or gross negligence.
- d) The indemnification, defense and hold harmless obligations of Customer under this Agreement shall survive the termination of this Agreement.

14) INSURANCE.

During the entire term of this Agreement, Customer shall have in effect bodily injury, property damage and pollution insurance, as well as insurance covering contractual liability the Customer assumes under this Agreement, for the protection of WP&M and others with a minimum coverage limit of \$500,000 per occurrence. Customer shall, before locating the Vessel at the Marina, provide an original or a true and correct copy of the Vessel's Certificate of Insurance evidencing such coverage, with a combined minimum limit of \$500,000 per occurrence. WP&M shall be named as an additional insured. Customer shall provide 30 days or more notice to WP&M in the event any coverage is reduced, or if the policy is canceled or not renewed. Customer shall be responsible, with or without demand, for tendering a copy of the Certificate of Insurance evidencing the required insurance, so that current copies are always maintained by WP&M. Customer agrees to provide written notice to WP&M of any change in insurance carrier, insurance agent or policy number, within five days of the occurrence of any such change. WP&M's receipt of required proof of insurance is not a confirmation that Customer has complied with the requirements herein.

15) PHYSICAL INSPECTION/MARINE SURVEY.

WP&M shall be permitted to inspect the Vessel, as WP&M deems necessary or prudent, in order to evaluate the overall condition of the Vessel. A failure to permit such inspections will be regarded as a fundamental breach of this Agreement, which may result in the immediate termination of this Agreement and the termination of WP&M's obligations hereunder. If WP&M has reason to believe the Vessel is unsafe, WP&M may request, and Customer shall provide at Customer's sole expense, a marine survey report of the Vessel. Such survey report must be prepared by a qualified marine surveyor who has conducted a physical inspection of the Vessel (including hull) in question within 30 days of WP&M's request.

16) DOCUMENTATION/REGISTRATION AND CONDITION OF VESSEL.

Customer shall keep the Vessel in a clean, well maintained and seaworthy condition during the term of this Agreement. The determination of adequacy of a Vessel's appearance and condition is within the sole discretion of WP&M. If equipped with an engine or motor, it must be operable and capable of producing sufficient way to make the Vessel maneuverable. If the Vessel is a sailboat without an engine, the Vessel must be equipped with sails, and the Vessel's standing and running rigging must be seaworthy. Customer warrants that the Vessel is properly documented or registered pursuant to the laws of the United States and/or the State of Illinois, or a foreign nation, and that the Vessel is in compliance with all applicable U.S. Coast Guard safety regulations. Customer must maintain the Vessel's appearance, including regular cleaning, maintenance and replacement of all painted and varnished surfaces, all bright work, rigging, safety equipment and any other appurtenances of the Vessel. Customer shall be responsible, with or without demand, for tendering a copy of proof of current documentation/registration, so current copies are always maintained by WP&M.

- 17) USE OF VESSEL FOR PLEASURE ONLY.** Unless WP&M otherwise agrees in writing in advance, Customer may use the Slip for non-commercial, pleasure purposes and may not use the Vessel in connection with any commercial purpose, including, but not limited to, chartering. Unless WP&M otherwise agrees in writing in advance, under no circumstance may the Vessel be used or in connection with a "boat and breakfast," "Airbnb," vacation rental or any similar business. In the event the Vessel is used for any such purpose, WP&M shall have the right to immediately terminate this Agreement. Customer agrees to vacate the Vessel from the Marina whenever said Vessel is used for other than pleasure purposes, unless such use is expressly authorized by WP&M pursuant to the requirements of this Section.

18) ATTORNTMENT.

Upon the written request of WP&M, or any mortgagee, deed of trust beneficiary of WP&M, or lessor of WP&M, Customer shall, in writing, subordinate its rights hereunder to the lien of any mortgage, deed of trust, or the interest of any lease in which WP&M is lessee, and to all advances made or thereafter to be made upon the security therefore; provided, however, that prior to executing any such subordination agreement, Customer shall have the right to obtain from any lender or lessor of WP&M requesting such subordination (on such form as may be reasonably determined by such lender or lessor) an agreement in writing providing that, as long as Customer is not in default hereunder or otherwise terminated by WP&M as provided herein, this Agreement shall remain in full force and effect until terminated in accordance with this Agreement's provisions. The holder of any security interest may, upon written notice to Customer, elect to have Customer's Slip Rental Agreement subordinated to such security interest. In the event of foreclosure, sale, transfer in lieu of foreclosure or termination of the lease in which WP&M is the lessee, Customer shall attorn to the purchaser, transferee or lessor as the case may be, and shall recognize such party as WP&M under this Agreement.

19) SLIP VACANCY/EXTENDED ABSENCE.

Customer agrees that WP&M may use the Slip when temporarily not in use by Customer, without compensation to Customer. Further, Customer shall notify WP&M in writing if the Vessel will not be in the assigned space at the Marina for any period exceeding three consecutive days. In such event, Customer agrees WP&M may, without compensation to Customer, assign another vessel to the Slip during the period of the absence of the Vessel. Even if another vessel is so assigned to the Slip during such period of temporary absence, Customer understands and agrees Customer will remain responsible for payment of the Slip Fee. To assure the Slip is available upon the Vessel's return, in the event the Vessel is absent from the Slip for three or more consecutive days, Customer must provide WP&M at least 48 hours' advance notice of the date and time the Vessel will return to the Slip. In the event the Vessel is absent from the Slip for a period exceeding 30 days, and the Customer has failed to notify WP&M of an extended absence as herein required, WP&M may elect to immediately terminate this Agreement without advance notice and assign the slip or wharf space to another vessel. In such event of non-notification, Customer shall remain liable, in addition to other fees then owing, to pay to WP&M a sum equal to the Slip Fee divided by 12.

20) OVERBOARD DISCHARGES.

WP&M has a "zero tolerance" policy with respect to overboard discharges. Overboard discharges of heads or holding tanks is forbidden by law and by WP&M's rules and regulations, attached hereto as Exhibit C. Violation of this Section is grounds for immediate eviction and termination of WP&M's obligations under this Agreement. If the Vessel is equipped with a head or other permanent installation designed to hold human waste, the Vessel must be equipped with a marine holding tank. Customer agrees to permit inspection of such heads/installations upon demand by WP&M and agrees to permit a representative of WP&M to deposit a dye tablet into any waste holding tank if WP&M deems it appropriate for any reason, or to require Customer to deposit a dye tablet into holding tank(s).

21) REPORTING OF DAMAGE.

Any damage to WP&M's property or another's property located in the Marina caused by the Vessel, Customer or Customer's family, pets, guests, agents, licensees, contractors, or invitees must be reported by Customer to WP&M immediately.

22) SECURING VESSEL.

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At all times during which the Vessel is berthed at the Slip, Customer shall cause her to be safely and properly secured in the Slip in a manner acceptable to WP&M. This is the Customer's duty alone. The Vessel and all auxiliary watercrafts shall be secured in the Slip with appropriate lines for the size and weight of the Vessel or auxiliary watercraft. Vessels are to be moored with a minimum of four dock lines in a single slip or three on side-tie and end-tie. Spring lines are required. Dock lines shall be maintained by Customer in a safe manner (non-chafed). WP&M may, at its option, replace or add dock lines and, in such event, will bill the Customer for this service. Any damage to other vessels or docks caused by an improperly secured Vessel or auxiliary watercraft will be the sole responsibility of the Customer.

23) DAMAGE TO MARINA PROPERTY BY CUSTOMER, ETC.

In the event any part of the Marina is damaged or destroyed by Customer or Customer's family, guests, agents, pets, contractors, licensees or invitees, or by the failure of Customer to maintain or operate the Vessel, Customer shall immediately, upon demand by WP&M and presentation to Customer of a statement of damages, tender full payment to WP&M to cover the cost of such damage(s) or loss(es).

24) EFFECT OF DAMAGE OR DESTRUCTION.

In the event of damage to or destruction of the Slip or other portion of the Marina by fire, flood, earthquake, terrorism, or any other natural cause or causes, Marina shall have the option to: (1) treat this Agreement as continuing and repair or restore the Slip or other portion of the Marina to substantially their condition before such damage or destruction within one hundred eighty (180) days of the final approval of required permits; or (2) terminate this Agreement and all further obligations hereunder of either party by written notice to Customer. After the occurrence of such damage or destruction, WP&M shall attempt, within reasonable operational constraints (which shall be within the discretion of WP&M), to provide a temporary slip or temporary wharf space for the Vessel until repairs to the assigned slip have been affected to WP&M's satisfaction. If a temporary slip or wharf space is not so available and the Vessel's assigned Slip remains partially useable (even if parts of the Slip area are damaged), the Vessel shall remain in or be returned to the Slip when WP&M deems it safe to do so, and in such event the Customer's obligation to pay fees hereunder shall be abated in an amount which WP&M, in its sole discretion, shall determine to be reasonable and proportionate to the area of the Slip rendered unfit for use by Customer during the period of repair or restoration.

25) APPORTIONMENT OF COSTS INCURRED IN PROVIDING STORM PROTECTION.

Customer is solely responsible for the safety of the Vessel, and Customer agrees that WP&M shall have no obligation whatever to take any action in advance of or during a storm, or otherwise, to preserve or protect the Vessel. It is further agreed, however, that WP&M may, at its sole election, undertake such actions during or in advance of a storm or other threatened unfavorable weather as it alone deems appropriate and/or necessary to preserve or protect any or all vessels located on its premises. In such event it is agreed that Customer shall indemnify, defend, and hold WP&M and its agents, employees, officers, managers, partners, owners and affiliates harmless from any and all personal injury, death or property damage occurring in connection with WP&M's efforts to preserve or protect vessels during or in advance of a storm.

26) REMOVAL OF UNSEAWORTHY VESSEL OR VESSEL IN DISREPAIR.

If the Vessel is in a sinking condition, in a state of disrepair as determined by WP&M, or if she is deemed by WP&M to pose a health, safety or pollution risk, WP&M may, but is not required to, remove the Vessel from the water and dry store her, at the Marina or elsewhere, at Customer's sole risk and expense.

27) VESSEL ABANDONMENT -- DISPOSAL AT CUSTOMER COST.

In the event WP&M terminates this Agreement by providing written notice to Customer (at his/her last known address) of such termination, or in the event of an automatic termination of this Agreement as provided for above, Customer shall immediately remove the Vessel from the Marina. After the date of such termination, slip rates for the Vessel, which will be regarded as a trespasser, will accrue, and be calculated at the then current daily rate according to Exhibit G, without waiver of WP&M's objection to such trespass. If for any reason the Vessel is not removed within 60 days after the termination of this Agreement, it is agreed the Vessel shall be conclusively regarded for all purposes as having been abandoned. If the Vessel is deemed abandoned as provided herein, WP&M shall become entitled, without liability, to dispose of the Vessel in any manner and by any means, including but not limited to destruction or sale. If the Vessel is disposed of in such manner, Customer shall indemnify, protect, defend, and hold harmless WP&M and its agents, employees, officers, managers, partners, owners, and affiliates from and against all actual or potential liability (including but not limited to legal claims, liens, and judgments) arising from or in any way pertaining to such Vessel disposal, including but not limited to claims by mortgage lien holders. If WP&M elects to dispose of a Vessel by way of destruction, WP&M will cause an in-water condition and valuation survey to be completed in advance and will cause public notice of the intended disposal to be published in a publication of general circulation in Lake County for at least seven days in advance of such disposition. In addition to Slip fees, Customer shall be liable for and shall indemnify, defend, and hold harmless WP&M and its agents, employees, officers, managers, partners, owners, and affiliates from and against all actual or potential liability relating in any way to the removal and/or disposal of the Vessel, and for the costs of such disposal, including but not limited to surveying costs, disposal costs, storage costs, and legal fees.

28) DISPUTE RESOLUTION (NOT APPLICABLE TO MARINA CLAIMS AGAINST VESSEL).

In the event a claim arises under or pertaining in any way to this Agreement that is not resolved by negotiation, the parties agree that, except as otherwise provided herein, they shall submit such dispute for non-binding mediation prior to commencing any litigation. Such mediation shall take place in Lake County before a single mediator selected mutually by the parties who is able to perform the duties herein specified. The mediator selected shall either be a retired Federal Court Judge or Magistrate Judge in the Lake County area or shall be a licensed Illinois attorney in said area who has at least five years' experience in the day-to-day practice of maritime law. The foregoing mediation requirement does not apply to any claims WP&M has against the Vessel for her debts or torts. Nothing in this Agreement shall be construed to limit in any way WP&M's right to seek recovery directly against the Vessel in an in rem action in a U.S. District Court for liens based on the debts and/or torts of the Vessel. Unless WP&M agrees to do so in writing, such claims against the Vessel are not restricted by or subject to the mediation provisions herein. The intention of this Section is to require mediation only of claims the Customer might have against WP&M or claims WP&M might have against the Customer, and not claims WP&M might have against the Vessel. If mediation is unsuccessful, the parties shall submit the dispute(s) heard in mediation for decision by way of binding arbitration, with the person who served as Mediator serving as the Arbitrator. In such Arbitration the Arbitrator shall determine a "prevailing party," who shall be entitled to recover reasonable attorneys' fees and costs. The parties agree, in order to minimize expenses, to the following mechanics: (1) each party shall submit to the Arbitrator by a date specified by the Arbitrator, and serve the opposing party with an Arbitration Brief not to exceed 20 (double spaced) pages (excluding Declarations and Exhibits); (2) within five days thereafter each party may file an Opposition Brief which may not exceed 10 (double spaced) pages in length (excluding Declarations and Exhibits); (3) the Arbitrator shall render a decision "on the papers," without oral argumentation; (4) the Arbitrator's decision shall be final, binding and non-appealable; (5) each party shall be responsible for payment of one half of the Arbitrator's fees, in advance, if requested by the Arbitrator. All Declarations submitted must be sworn under oath. As an alternative to the above dispute resolution process, the parties may but are not required to mutually agree in writing to dispose of the dispute by submitting it for resolution by the Small Claims Court located nearest the Marina.

29) SALVAGE SERVICES.

WP&M has no obligation whatever to dewater or provide any salvage service to the Vessel should she leak or otherwise need assistance in remaining afloat. Notwithstanding that it has no duty to do so, in the event WP&M determines that Vessel is in need of dewatering or other salvage services, it is agreed that WP&M may perform the services or engage the services of a salvor to dewater the Vessel and provide such other services as are, in the salvor's sole opinion, prudent under the circumstances. In such event, it is agreed that the services shall be provided at Customer's sole risk, and that Customer shall immediately upon demand reimburse WP&M or pay the salvor directly for all services it provided. Customer agrees that in the event WP&M or a salvor provides services for the benefit of Vessel, Customer shall indemnify, protect, defend, and hold harmless WP&M and its agents, employees, officers, managers, partners, owners and affiliates and the salvor from and against all actual or potential liability therefrom arising or relating.

30) TENDER OF REQUIRED NOTICE(S)/CUSTOMER'S DUTY TO MAINTAIN CURRENT INFORMATION WITH MARINA.

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All written notices to Customer required by this Agreement shall be mailed via first class regular mail to the Customer's address indicated above. Except for Customers who are authorized live aboard (in which case a Post Office Box address is sufficient), a physical address (not box number) is required. It is Customer's sole responsibility to notify WP&M of any change of this address in writing or email, sent to WP&M within 10 calendar days of such change. Customer agrees that notice sent to the Customer's address as listed above or such other address as Customer provides in writing as above required shall be conclusively deemed to be effective service of such notice. All notices to WP&M shall be addressed to:

Waukegan Port District
55 South Harbor Place
Waukegan, IL 60085
Attention: Max Pekcan

WP&M reserves the right to change its address for notification purposes by providing written notice of such change to Customer at his/her last known address. Customer further agrees to notify WP&M in writing or via email within 10 calendar days if there is any change to Customer's other contact information, including telephone number, email, emergency and business information, or any other information provided above.

31) AGREEMENT AS COMPLETE EXPRESSION OF PARTIES' UNDERSTANDINGS.

This Agreement (including its exhibits) contains a complete expression of the agreement between the parties hereto. There are no promises, representation, agreements, warranties, or inducements except such as are made herein and fully set forth. No alterations of any of its terms, covenants or conditions shall be binding unless reduced to writing and signed by the parties hereto. It is agreed that all of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other of said rights, remedies, and benefits, or of any other rights, remedies and benefits allowed by law. The subject heading of the Sections of this Agreement is included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

32) CUSTOMER'S LEGAL CAPACITY.

The person signing this Agreement as the Customer attests that he/she is legally entitled to bind the Vessel and all of the Vessel's owners to all terms of this Agreement, that in the event the person signing below is not the sole owner of the Vessel, he/she has obtained the express permission of all persons with an ownership or equitable interest in the Vessel, and that he/she at the time of reviewing/executing this Agreement is not under the influence of alcohol or any legal or illicit drug or under duress or practical hardship, and that he/she has reached the legal age of majority, and that he/she is not legally incapacitated or otherwise unable to fully understand and appreciate the terms contained herein.

33) MARINA AND PARKING GATE KEYS

Customer shall, upon execution of this Agreement and a Vendor Access Agreement pay the sum specified above as the Key/Access Card Deposit for the first gate key card issued to Customer. Customer may purchase additional key/access card(s), at current rates, subject to the WP&M's right to restrict the number of key/access cards issued to Customer. The deposit for the first key/access card issued shall be refundable, without interest, upon return of the key/access card at the termination of this Agreement. WP&M may also charge a deposit for parking permits and restrict the number issued. This deposit is refundable, without interest, upon return of the parking permit(s) at the termination of this Agreement.

34) TIME AND PLACE FOR PAYMENT OF SLIP FEES, LATE FEE, INTEREST ON ARREARAGES.

Customer shall tender all payments due hereunder to WP&M, for receipt at the following address or such other place as may be designated: 55 South Harbor Place, Waukegan, IL 60085. WP&M shall have the right to require, upon prior written notice to Customer, that payments hereunder be paid to WP&M by electronic funds transfer to a bank account designated by WP&M. Payments of all fees and charges are due on the first day of the month, and must be received no later than, the 10th day of each month, with or without a billing statement. Customer further agrees to additionally pay fees, excise or other taxes that may be imposed or levied on or about the Vessel by any governmental agency, and to maintain such fees and taxes current. Non-payment of Slip fees shall be regarded as delinquent, resulting in a 2% late charge being added to the balance until the account is brought current. Such delinquency in payment shall constitute a material breach of this Agreement, in which event WP&M may immediately terminate this Agreement and pursue all remedies available in admiralty, at law or in equity. In the event all fees or other charges are not paid by the next 30 days in which they are due, This Agreement shall terminate automatically and without further notice if for any reason the account for the Vessel becomes three or more months in arrears, in which event Customer shall immediately remove his/her Vessel from the Marina. If the Vessel is not so removed, she will be regarded as a trespasser and Slip fees will be assessed at the then current daily rates, without waiver of WP&M's objection to the Vessel's trespass.

35) RETURNED CHECKS.

There will be an administrative fee charge of \$25.00 for the first returned check, and \$35 for each additional check returned as un-payable, for any reason. After tender of a returned check WP&M may require Customer to thereafter tender payment by cash, bank check, or money order.

36) LIEN AGAINST AND RIGHT TO CHAIN AND MOVE VESSEL DUE TO NON-PAYMENT OF FEES.

Maritime law provides that a vessel may be arrested by the U.S. Marshal to satisfy a maritime lien arising from the provision of maritime necessities, including slip services. Customer agrees that if the Slip Fee is not paid by the 10th calendar day after the due date of the Slip Fee or if the Customer, in WP&M's opinion, has abandoned the Vessel, WP&M shall become entitled, without providing advance notice, to chain the Vessel to the slip where she lies and/or move her to any other location in the water or on land and chain the Vessel at her new location. Customer specifically agrees that if WP&M elects to move or chain the Vessel as herein provided, Customer shall indemnify, defend, and hold WP&M and its agents, employees, officers, managers, partners, owners and affiliates harmless from and against all liability arising from or in any way connected with the chaining or movement of the Vessel. Customer shall in such event remain liable for the full amount of the Slip Fee as it becomes due, notwithstanding the Vessel has been moved, chained, or disabled. In the event Customer fails to pay all fees due by the 10th day of a month, WP&M may, at its sole election, take all measures available to enforce its remedies in admiralty, at law and/or equity, including vessel arrest and sale of the Vessel by the U.S. Marshal pursuant to federal maritime law, disposal under the Illinois Boaters Lien Law, and any other available remedy, without prior notice to Customer. Customer further understands and agrees that if all fees due are not paid by the 10th day of a month in which they are due, WP&M may without advance notice or liability to Customer, disable Customer's gate access card(s). In such event, if for any reason Customer requires access to his/her Vessel, access can be obtained by personally requesting access at the Marina office.

37) ATTORNEY AND COLLECTION FEES.

It is agreed that in the event WP&M retains counsel to enforce its rights or remedies pertaining to this Agreement, whether or not a legal action is actually filed, attorneys' fees shall be recoverable by WP&M, together with all costs of any suit. If WP&M engages a collection agency to recover sums due hereunder, Customer agrees to pay all associated costs and expenses, in addition to other sums due pursuant to this Agreement. In the event of a lawsuit by either party to enforce the terms of this Agreement, the prevailing party, as determined by the court, shall be entitled to recover attorneys' fees and costs of suit.

38) ALL TERMS MATERIAL.

a) **INCORPORATION OF EXHIBITS; REMOVAL OF VESSEL UPON BREACH/TERMINATION OF AGREEMENT.** All terms of this Agreement, including the Vessel Measurement Diagram (Exhibit A), the Rules and Regulations (Exhibit C), the Auxiliary Watercraft Regulations (Exhibit D), and the Other Fees and Charges (Exhibit E), Amenities and Conveniences List (Exhibit F) and Slip Fee Rates (Exhibit G) are deemed by the parties to be material and fundamental to its purposes. WP&M's obligation to provide services under this Agreement may therefore, except as otherwise herein provided, be unilaterally and immediately terminated by WP&M in the event of Customer's breach of any term herein. If Customer fails to perform any of the terms, conditions and promises as to set forth in this Agreement, Customer shall, immediately following demand, (i) remove the Vessel from the Slip, (ii) remove all personal property, if any, from the Marina,

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and (iii) surrender to WP&M the Slip and all gate access keys and any parking passes or stickers relating to the Marina. If after termination of this Agreement Customer fails to remove his or her Vessel, WP&M may move the Vessel to another slip or location ashore, chain the Vessel, and in such event the Vessel shall be regarded as a trespasser and Slip fees will, without waiving objections to the Vessel's trespass, be charged based on WP&M's then current daily rate. Assuming Customer has not breached any term of this Agreement and this Agreement is for a seasonal period, it can only be terminated by either party by giving 30 days written notice of termination to the other. In terminating this Agreement pursuant to 30 days' advance notice, the party terminating the Agreement is not required to specify any cause for the termination. Oral termination of this Agreement shall NOT be effective. In the event the Vessel is vacated without the required 30 days' notice, Customer shall pay to WP&M a sum equal to the Slip Fee divided by 12, in addition to any fees owing at the time of the Vessel's removal.

39) RULES AND REGULATIONS/CLEAN MARINA PROGRAM.

WP&M is committed to preserving the marine environment so others can continue to enjoy the waters in which the Marina is situated. Accordingly, WP&M participates in the Clean Marina and other programs designed to preserve and protect waters in and around marinas. Many of the Rules and Regulations and other terms of this Agreement are intended to comport with best environmental practices, and to assure compliance with federal, state, and local environmental protection statutes and regulations. Customer agrees that WP&M's Rules and Regulations (which is attached hereto as Exhibit C), and any amended version of the Rules and Regulations are integral parts of this Agreement. Customer understands and agrees that WP&M may amend the Rules and Regulations from time to time in WP&M's sole discretion by providing written notification tendered by U.S. mail, in which event the amendment(s) shall become effective the TENTH (10th) calendar day after such notification is deposited into the U.S. mail. Customer shall comply, and shall cause Customer's family, agents, contractors, licensees, and invitees to comply, with the then current Rules and Regulations. Should any such person violate any rule or regulation, WP&M may at its election either provide an oral or written warning or alternatively terminate this Agreement immediately and give Customer notice to remove the Vessel from the Slip.

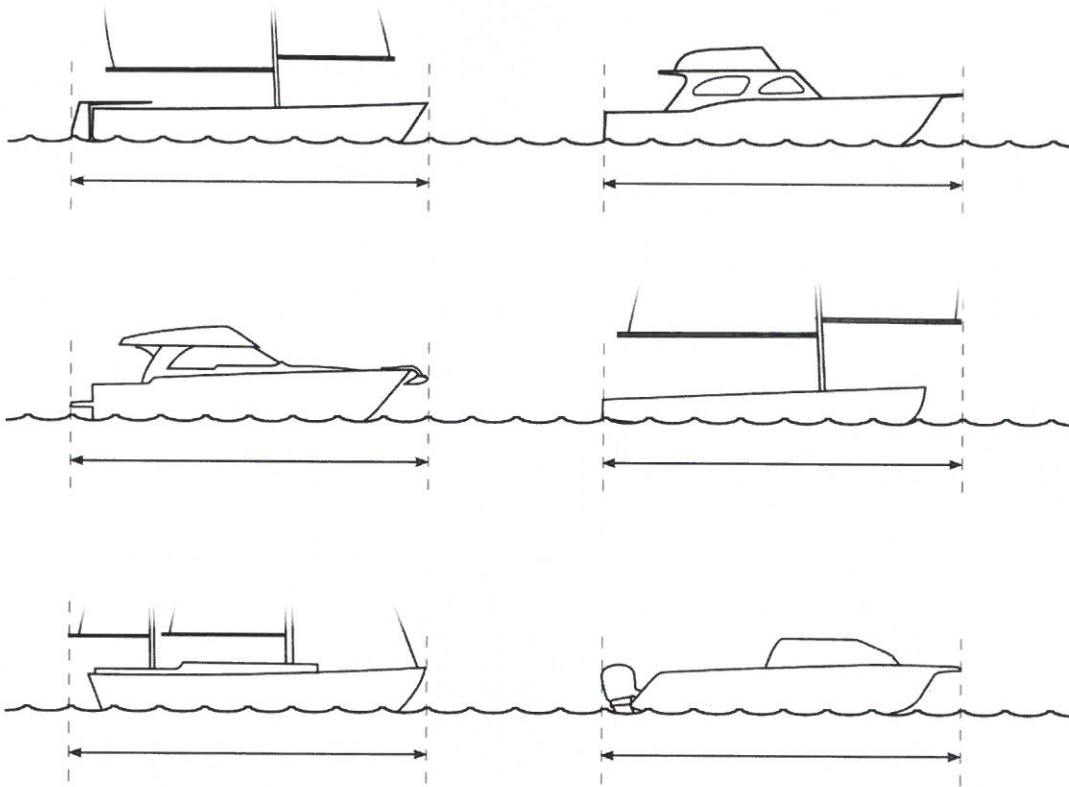
We would like to remind all boaters that Waukegan Port District ordinances empower our harbor patrol officers and staff members to enforce District rules and regulations to include issuing of citations for violations. We ask each of you to please help us by observing these rules and asking your guests to do so as well. Violations may result in forfeiture of slip rental agreement

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EXHIBIT - A VESSEL MEASUREMENT DIAGRAM

Length Overall Determined for Slip Assignment



I have been assigned Slip No _____ I understand that this is a _____ foot slip.

I also understand my Slip fee is based on the overall length of my vessel, or slip size, whichever is the greater.

Vessel Owner Name (print) : _____

Vessel Owner Name (print) : _____

Vessel Owner Signature : _____

Vessel Owner Signature : _____

Dated: : _____

Dated: : _____

Marina Representative Name : _____

Marina Rep. Signature : _____

Dated: : _____

Dated: : _____

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EXHIBIT - C RULES AND REGULATIONS

1) COMPLIANCE WITH RULES AND LAWS.

The following Rules and Regulations ("Rules") shall apply to the use of Marina water areas and facilities and improvements situated within the Marina, as well as with all laws, ordinances, rules, and regulations of all federal, state, county, city and all other governmental and regulatory agencies, including but not limited to the United States Coast Guard, the City of Waukegan, EPA. As used herein, the term "WP&M" means Waukegan Port and Marina, who is the operator of the Marina. The term "Marina" means the vessel marina operated by WP&M, and located at the address commonly identified as 55 South Harbor Place, Waukegan, Illinois 60085.

2) AUXILIARY WATERCRAFT.

Dinghies, inflatable vessels, sabots, kayaks, canoes, SUPs, and all other watercraft, when not in immediate use, must be kept on the slip tenant's ("Tenant") vessel or within the confines of the slip, subject to the provisions of the Auxiliary Watercraft Regulations and not to exceed a total of two (2) Tenant-owned auxiliary watercraft, or when available, in an assigned dinghy rack/dinghy berth assigned by WP&M. Use of another slip for any non-emergency purpose is prohibited. Dinghies, tenders, or other watercraft are not allowed on docks or piers. Only watercrafts owned by Tenant are allowed in assigned slip. Subject to WP&M's prior approval, floats may be used in conjunction with berthing auxiliary watercraft that are commercially designed and used for their intended purpose.

3) MARINA SPEED LIMIT.

Marina speed limit is steerage only, with no wake and no greater than 5 miles per hour.

ELECTRICAL CONNECTIONS. All electrical cords and adaptors connected to the dockside power receptacle must be of a type approved for marine use. The use of electrical extensions, cords, connectors, and similar items are at the sole risk of Tenant or other user, and WP&M shall not be liable for damages caused by or because of the use of any such item or any electrical appliance. All shorelines, adapters and plugs MUST be unmodified and equipped with an acceptable ground and weatherproofing in accordance with Article 555 (or successor Article) of the National Electrical Code. GFI protection might not be provided at the electrical pedestal. Tenant is responsible for providing GFI protection when using the provided electricity. Neither Tenant nor anyone at his or her direction are permitted to alter electrical or other utilities in any manner under any circumstance.

4) BARBECUES AND HEATERS.

Barbecues, hotplates, fire bits are not permitted anywhere on Marina premises unless its propane and has a fire extinguisher near it during operation. Tenant may use a gas barbecue device aboard their own Vessel. Charcoal barbecues are only permitted in designated landside areas, if any. No Propane tanks may be left behind on WP&M Property after the close of the season of the Marina.

5) BOARDING STEPS.

Only one boarding step may be used per vessel. Temporary, stable, removable, non-affixed boarding steps used for access to and from a vessel may be placed on the finger adjacent to the vessel and no wider than one-half of the width of the finger. The steps must be of a lightweight construction and blend in with the décor. Boarding steps may not be used for storage of any kind, with the exception of non-hazardous material within designed compartment and not to exceed a combined total weight of ten (10) pounds.

6) NO ATTACHMENTS TO DOCK.

Tenant shall not attach, affix, or install any other objects or materials to fingers, pilings or floats, walkways, or dock boxes without permission

7) WATER HOSE.

Water hose shall not cross main head walks. To conserve water, automatic shut-off nozzles must be attached to hoses. When not in use, they must be stored aboard the Tenant's vessel, in or wrapped around dock box, on hose hangers if available or must be neatly coiled and situated immediately adjacent to the vessel, in a manner that it will not present a trip hazard. Hose bib shall be in the off positions at all times when not in immediate use.

8) BERTHING.

Tenant is responsible for safely securing the vessel in the assigned slip. No portion of any vessel shall overhang the walkway at any time, e.g., bow sprit, plank, bow pulpit, swim step. Dock lines shall be of adequate size and design for the vessel and shall be replaced when worn. All vessels occupying single slips shall be moored with a minimum four-point tie-up plus spring line where merited. Vessels occupying end-tie, side-tie or double slip shall be moored with a minimum three-point tie-up, including spring line. Lines are to be secured to dock cleats utilizing a cleat hitch. In addition, other than boarding steps, electrical cords, telephone cords, cable TV cords, water hose, water filtration systems, and mooring lines (which may not cross any walkway), Tenant agrees to maintain slip fingers and main walkways clear of all items.

9) PLANTS.

Plants are not allowed on docks or boarding steps. Plants on-board must utilize a secondary containment so that irrigation runoff does not enter harbor waters.

10) HALYARDS.

Halyards shall be secured at all times to eliminate noise.

11) STORAGE.

Nothing may be kept or stored on Marina docks, except for non-hazardous materials in dock boxes (not to exceed 75 lbs.) or in boarding steps within designed enclosures (not to exceed 10 lbs.). WP&M is authorized to enter the boarding steps and/or dock boxes to remove any hazardous or other prohibited items, or if, in the sole discretion of WP&M, such entry is necessary for the safety of Marina premises or vessels therein or to effect repairs. Additionally, items are not allowed to be stored on dinghies or auxiliary watercraft.

12) ENGINES, GENERATORS, ETC.; NOISE.

Main engines, power generating equipment, power tools and other noise-making machinery shall not be operated between the hours of 9:00 p.m. and 8:00a.m. except as necessary to enter or leave the slip, or in case of emergency. Engines shall not be operated in gear while the vessel is secured to the dock. Engines shall not be operated for more than 15 minutes at any given time while the vessel is in her slip.

13) NOISE AND CONDUCT.

Disorder, depredations or indecorous conduct by Tenant or Tenant's family, guests, agents, licensees, contractors, or invitees that disturb other berth customers and/or their guests, including any conduct that might cause harm to any other person or damage property or harm the reputation of the Marina is prohibited. Tenant shall not make or allow any disturbing noises on the docks or anywhere on the premises, with particular emphasis between the hours of 10:00 p.m. and 8:00 a.m., either by Tenant or Tenant's family, guests, agents, licensees, contractors, or invitees, nor shall Tenant permit such persons to engage in any conduct which will interfere with the rights, comforts, or convenience of others. Tenant assumes full responsibility for Tenant's family, guests, agents, licensees, contractors, or invitees conduct.

14) DOCKSIDE ACTIVITIES.

Dock walkways and fingers are to be considered as sidewalks to provide access to and from berthed vessels. They are not to be used as public gathering locations. Tenant or Tenant's family, guests, agents, licensees, or invitees are prohibited without prior written consent of WP&M to have parties and/or group activities on the docks.

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15) WASTE AND REFUSE.

No one may throw, discharge, or deposit any refuse matter, oil, spirits, inflammable liquid, oily bilge water or other contaminants into the water or Marina premises. All such substances shall be deposited at appropriate disposal sites. Vessels with automatic bilge pumps shall be maintained in such a manner as to prevent the discharge of contaminants overboard. WP&M prohibits the use of detergents and emulsifiers on fuel or oil spills. WP&M requires Tenants to use oil-absorbing materials in vessel bilges. In the event of a discharge of oil or other contaminant, Tenants are required to immediately notify WP&M, the U.S. Coast Guard, and all other agencies, as required by law. Tenant shall also immediately take all necessary actions to remove spilled substances from the water and from all pilings, vessels and other surfaces impacted by the spill. In the event WP&M deems it necessary to deploy absorbent materials due to spills associated with Tenant's Vessel, Tenant shall be responsible for the associated costs of the materials and proper disposal of the materials used. Tenant shall if necessary, retain the services of a professional pollution response company. WP&M prohibits open containers of paints or other maintenance supplies on the docks. Liquids must be stored only in sealed containers aboard any vessel or off the Marina's premises. No one may empty any sanitation device in any toilet or lavatory facility on the Marina's premises.

16) WORKING ON VESSEL.

Apart from ordinary maintenance, no work is allowed involving any vessel while at the dock or otherwise on Marina property. Prohibited work includes, but is not limited to, hull painting, hull sanding, engine repair, transmission repair, heavy sanding, use of paint remover, spray guns, or the burning of paint on the topsides or above the decks. Tenant is required to recover and dispose of all sanding dust. Vendors working on a vessel must be approved by WP&M prior to the commencement of such work, must sign a Vendor Access Agreement at the Marina office, and each such vendors must maintain and provide proof of liability insurance in an amount of at least \$500,000.00 naming WP&M as an additional insured and worker compensation coverage for employees, if applicable. Tenant is strongly encouraged not to provide vendors with Tenant's assigned access keys/fobs/cards but rather require vendors to gain access to the Marina through the Marina office during normal business hours. Tenant accepts full responsibility for all direct or indirect damage to persons or property caused by vendors that Tenant has provided access to the Marina.

17) FLAMMABLE MATERIALS AND LEAKS.

No fueling or transferring of fuel from the docks shall be permitted. No storage of flammable or combustible materials of any type including, but not limited to, gasoline, diesel fuel, oils, lubricants, kerosene, "white gas," paints, thinners, cleaners, turpentine, solvents, resins, epoxy, or catalysts are allowed on Marina premises, including docks, dock boxes, dry land lockers or boarding steps. Tenant agrees that in the event his or her vessel experiences a leak or spill of any fuel or other combustible liquid within the interior of the Vessel, he or she shall immediately contact the Fire Department and the Marina office to report such leak or spill. Tenant further agrees in the event of such leak or spill to immediately contact an emergency vessel towing service to arrange for the removal of the vessel from the Marina, provided it has been determined this can be safely accomplished. Tenant shall, before returning the vessel to the Marina, arrange to have the problem(s) causing any leak permanently corrected.

18) FIREARMS. No firearms, fireworks or live ammunition are allowed on any part of the Marina.

19) POSTING OF SIGNS & SOLICITATIONS. Advertising signs, for sale signs, political signs or notices are prohibited aboard any boat in the Marina or any other area within the Marina without prior written consent of WP&M, except for posting boards designated by WP&M. No person may solicit business or offer for sale goods, wares, merchandise or services, or solicit orders for such sales on the premises of the Marina.

20) PARKING.

Designated parking areas are for the parking of vehicles only.

- a) Availability of parking is limited. Parking is unassigned and available on a first-come, first-served basis. WP&M reserves the right to limit, restrict and/or define designated parking areas. Tenant or Tenant's family, guests, agents, licensees, contractors, or invitees are required to abide by Marina parking guidelines.
- b) Oversized Vehicles.
- c) No motor homes, campers, trailers, or other oversized vehicles shall be parked in the Marina parking areas. WP&M reserves the right to control access to the parking area in such manner as it shall determine in its sole and absolute discretion, and availability of parking space is not guaranteed.
- d) Storage of vehicles is prohibited.
- e) No vehicle shall be parked in the parking area for a period more than seventy-two (72) consecutive hours without prior approval of WP&M. Tenants requesting extended parking, due to trips beyond the seventy-two (72) hour requirement, may inquire at the Marina office for potential extended parking accommodations, understanding such requests are subject to review and administrative approval. Overnight sleeping in any vehicle in the parking area is prohibited.
- f) Washing of vehicles is prohibited.
- g) Vehicle maintenance, including but not limited to the washing of vehicles, is prohibited anywhere on Marina premises.
- h) Dilapidated and Inoperable Vehicles.
 - i) Dilapidated and Inoperable Vehicles are not allowed in the Marina parking lots. A vehicle must have current registration. Failure to remove a prohibited vehicle will result in the towing and impound of the vehicle at vehicle owner's cost and expense.

21) No Liability.

WP&M, its officers, agents, and employees shall not be liable for any loss or damage of any kind to any motor vehicle or other personal property in or on the buildings, parking lots, or other Marina premises.

22) UNOCCUPIED SLIP.

Tenant shall notify WP&M when Tenant expects their vessel to be away from its slip for any period in excess of 72 hours. Tenant is required to provide WP&M at least 48 hours' advance notice of the date and time their vessel will return to her slip.

23) CHILDREN ON MARINA PREMISES.

Children under eighteen (18) years of age are not permitted on the Marina premises at any time without immediate and constant supervision of parent(s) or other responsible adult(s). Non-swimmers or toddlers are requested to wear life jackets when on the docks or boat decks.

24) NO FISHING.

Fishing from Marina docks, revetments, and/or landside facilities is prohibited. No fish cleaning is permitted on the Marina docks, promenade and/or landside facilities. If fish are cleaned aboard a vessel, the waste products may not be deposited into the water.

25) NO SWIMMING.

Swimming, diving, scuba diving or snorkeling is prohibited.

26) LAUNDRY, ETC.

Drying or airing of laundry, towels or apparel on the docks or the rigging of vessels is prohibited.

27) PETS.

Pets are permitted, subject to the following conditions. Cats must be carried to vessels and must remain aboard until they are carried from the vessel. Dogs must be held on a leash (not more than six feet) at all times while on or about Marina premises. Customers and their guests are required to closely supervise their animals while on Marina premises and particularly on ramps, docks, and fingers. Customers are required to clean up all pet droppings and promptly dispose of same in the interests of public safety and sanitation. Pets may not be left unattended and tied to dock boxes, cleats, etc. Excessive barking and general nuisances caused by pets, which determination shall be within WP&M's sole discretion, will not be permitted. Customer agrees that upon request by WP&M, Customer shall immediately remove any pet to a location off Marina's premises. WP&M reserves the right to restrict the number of pets at WP&M's sole discretion on a case by case basis. All pets are

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prohibited in Marina restrooms and showers. Service animals must be listed on file with WP&M and Customer must comply with all State and local requirements for such animals.

28) BICYCLES, ETC.

No skateboards, roller-skates, are not permitted on docks, decks, or promenade. E-Bikes E- Scooter may be allowed not to speed more than 5 mph and not disturbing pedestrians on docks. All must be stored on the Vessel. Regular bikes may also be stored on any dedicated bike rack or storage area if WP&M elects in its sole discretion to provide same. Except as provided above bicycles shall not be stored on the Marina docks, piers, fingers.

29) PROJECTIONS BEYOND END OF SLIP.

Under no circumstances, no vessel or part of any vessel (including all extensions such as swim steps, booms, bait tanks, dinghy, etc.) may project beyond the end of the slip and in no event, may any Vessel pose a risk to safe navigation of other vessels in the confines of the marina.

30) MOORING PILES

No lines can be attached from the center mooring pile to the head walk on the floating docks. They will be cut and removed for safety/stability of the marina

31) COMMERCIAL USE OF VESSEL.

Use of any boat moored at the Marina for commercial purposes is not permitted without the prior written approval of WP&M.

32) TELEVISION ANTENNAS.

Television antennas, including satellite dishes, will be permitted only aboard Vessels. Placement on pilings may be permitted subject to WP&M's prior written approval.

33) UNAUTHORIZED MOORAGE.

No Vessel may be moored at the Marina unless a current berthing agreement is in effect between the Customer and WP&M.

34) UNSIGHTLY VESSEL APPEARANCE.

Customer shall maintain their Vessel and auxiliary watercraft at an acceptable level of aesthetic condition, so not to detract from the overall sightly and orderly condition of the Marina. Acceptable aesthetic condition will be determined by the Marina staff, which include but are not limited to the following:

- a) Vessel exterior free from excessive clutter
- b) Vessel exterior paint is not overly worn
- c) Vessel exterior free from excessive use of temporary tarps or similar makeshift covers, or protective measures.
- d) Vessel exterior free of mold and excessive bottom growth

35) MAINTENANCE OF SLIP AND SURROUNDING AREAS.

Customer agrees to maintain the Slip, dock box, boarding steps, walks, floats, ramps, gangways, and docks in, about and surrounding the Slip in addition to landside facilities in a neat, clean and unobstructed condition at all times.

36) RESTRICTED ACCESS THROUGH GATES.

In the interest of security, safety and privacy, vessel Customers and their guests are not permitted to open gates for any individual not personally known to be a Marina customer.

37) DOCK CARTS.

Dock carts owned by Customer are to be stored aboard Customer's Vessel or vehicle when not in use, and not left on docks or other Marina premises. WP&M may but is not required to provide dock carts for use by Customers. Customers shall return Marina's dock carts to the bottom of gangways or other dedicated areas after use.

38) DRONES, HELICOPTERS, ETC.

Flying of remote-controlled devices including but not limited to Drones, Helicopters, Planes, etc. is not permitted on Marina premises. If there is a specific need to use such a device within Marina premises exceptions can be made on a case-by-case basis with prior written approval from WP&M.

39) DOCK BOXES

All dock boxes must be emptied with the boat's departure due to the end of season. All locked Dock Boxes will be opened by WP&M staff, owner will be notified, all content will be packed / bagged and stored for 30 days in WP&M's warehouse. If not picked up by 30 days, they will be disposed of.

40) BEST MANAGEMENT PRACTICES.

Ordinary maintenance of the Vessel is permitted within the Marina. WP&M shall have the sole and absolute discretion to determine whether any repair or maintenance constitutes ordinary maintenance. Customer shall comply with the following Best Management Practices (BMP).

- i) Vessel Maintenance and Cleaning Procedures.

(1) General Cleaning:

- (a) Vessels shall be removed from the water and cleaned so all debris is captured and properly disposed of. In-water hull washing is prohibited, except when done by hand with approved techniques.
- (b) In-water hull scraping and/or any process that occurs underwater that results in the removal of paint from the hull of the Vessel is prohibited.
- (c) Only cleaning products and tools specifically designed for washing boats in the water, which are phosphate-free and biodegradable are permitted for use in the Marina. The amount used shall be minimized.
- (d) The use of detergents, cleaners and/or brighteners containing acids, ammonia, phosphates, sodium hypochlorite, chlorinated solvents, petroleum distillates or lye is prohibited.
- (e) Tarps and other debris collection devices must be used for any surface preparation and/or cleaning on the docks, to assure that debris does not enter the water. Dust and debris must be vacuumed every time the tarp is moved or once every hour of work, whichever is the shorter duration.
- (f) No maintenance materials, equipment, debris, or waste shall be placed or stored where it may be subject to wave or wind erosion and/or dispersion.

(2) Painting and Varnishing:

- (a) Any discharge of paint, sanding debris, hydrocarbons or chemicals into the water is a violation of Federal and/or State law for which violators can be prosecuted. WP&M may report violations to the appropriate authority.
- (b) Painting and varnishing shall be limited to minor touch-up and/or repairs. The use of paint removers, spray guns, and burning paint for removal is prohibited. Major painting or varnishing is prohibited in the Marina and should be performed in a commercial boat maintenance yard.
- (c) Customer occupant is limited to no more than one (1) gallon of open chemicals, solvents and/or paints in the Marina, at any given time. Only the amount of non-hazardous liquids required for minor maintenance work should be stored onboard a Vessel or in the dock box
- (d) Mixing paints and epoxies must always be performed inside a pan or other container to catch spills, or on a waterproof tarp. Spills or drips of any chemical, paint, varnish, etc. must be collected and properly disposed of immediately upon occurrence. Paints, varnishes, chemicals, solvents etc. may not be disposed of in the harbor waters or Marina trash receptacles. WP&M provides information on the nearest and currently approved recycling and disposal locations.
- (e) Spray painting and spraying any chemical, varnish, solvent, etc. is prohibited.
- (f) Always mix paints and epoxy over a tarp.

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- (g) Use up remaining bits of paint by spreading it on an old board.
- (h) Spray painting is not allowed in the Marina.
- (i) Do not dispose of any paint, oil, varnish, absorbent pads/rags, or other contaminated material into the Marina's trash dumpster.
- (j) WP&M recommends the use of non-toxic, biocide free bottom paints.
- (k) Bottom cleaning must utilize Best Management Practices to minimize discharge of bottom paint.
 - (i) Customers are encouraged to use environmentally friendly hull cleaning companies who use Best Management Practices and monitor their divers.

41) Sewage:

- a) Sewage may not be discharged into harbor waters.
- b) Sewage must be stored in Marine Sanitation Device (MSD) holding tanks and disposed of at specifically designated public sewage pump-out stations or as otherwise appropriate. For applicable MSDs, Customer shall provide WP&M access to the Vessel at least twice a year to test the MSD holding tank for leaks. This test may include injecting an environmentally approved liquid dye or pill into the holding tank to check for leaks. If a leak is detected, Customer shall immediately have the MSD serviced or replaced. Failure to take immediate action is grounds for eviction from the Marina.
- c) WP&M can provide the telephone numbers of commercial sewage pump out services.
- d) MSD Type I and III devices, if pre-existing, must be discharged no nearer than 3 miles out to sea, beyond any breakwater.
- e) Store sewage in holding tanks and dispose of sewage properly at pump-out stations.
- f) Use shore-side restrooms as often as possible, rather than toilets aboard vessels.

42) Solid (Trash) Waste Handling & Recycling:

- a) All trash must be disposed of in proper receptacles. Only solid (trash) waste is to be placed in receptacles. No liquid waste or items considered hazardous materials are to be placed in receptacles. Disposal of non-authorized waste by placing at or near proper receptacles is forbidden.
- b) When appropriate, items deemed as "recyclable" should be placed in provided containers.

43) Liquid Waste Storage, Handling & Management:

Liquid Hazardous Waste materials include but are not limited to the following items:

- a) Gasoline
- b) Diesel fuel
- c) Oil
- d) Water containing gasoline, diesel, or oil
- e) Oil filters
- f) Antifreeze
- g) Lead acid batteries
- h) Paint and stain
- i) Varnish and lacquer
- j) Solvents and some cleaning products
- k) Liquid Hazardous Waste must be transported and disposed of at an approved, certified waste handling site.
- l) Storage of Liquid Hazardous Waste and any items soaked with any Liquid Hazardous Waste such as rags, towels, oil filters, etc., is prohibited.
- m) Customer may use appropriate absorbent pads or similar items to capture Liquid Hazardous Waste; however, when used these items become hazardous waste and must be properly disposed of.
- n) Bilge water may or may not be considered Liquid Hazardous Waste, depending on whether it contains oil or gas. Bilge water must be evaluated for type and amount of oil contamination, prior to deciding the proper handling and treatment procedure. WP&M will assist Customer determining the quality of bilge water. Large amounts of bilge water must be handled by contacting the Marina office and a certified waste handling firm. Small amounts of bilge waste can usually be handled by absorbent pads being placed in the engine compartment.

44) Fueling:

- a) No fueling or transferring of fuel shall be allowed at the Marina. Oil and diesel fuel must be recycled properly. WP&M use disposal sites in our marina
- b) Fuel Dock can only be opened / kept open for First Responders, Government Entities, or peace officers, fire department. Otherwise, fuel dock opens and closes as advertised. Boats passing our closing times at fuel dock will pay \$25.00/hour overtime fee.

45) Engines and Bilges/Disposal of Contaminants, Parts, Etc.:

- a) Use absorbent bilge pads to soak up oil and fuel.
- b) Do not discharge bilge water if there is a sheen to it.
- c) Recycle oil and fuel products properly.
- d) Dispose of absorbent pads and filters properly.
- e) Do not dispose of any fuel, paint, oil, other liquid waste, absorbent pads/rags, batteries, engine parts, or other contaminated materials into the Marina's trash dumpster. These materials must be removed from the Marina and disposed of properly at a facility authorized to dispose of such materials.

46) Surface Preparation:

- a) Use biodegradable soaps, cleaners and teak cleaners approved for ocean waters.
- b) Liberally use tarps to capture all scrapings, debris and drips. No material may enter the water.
- c) Use vacuum power sanders, vacuum all dust and debris. No material may enter the water.

47) Chemical Storage:

- a) Purchase only the number of chemicals/paints you need for a project.
- b) Review storage of paints, varnishes, solvents, and chemicals every six months.
- c) Properly dispose of old or unnecessary products.
- d) Do not store more than two gallons (total) of these products on your Vessel.
- e) Never store any of these products in a boarding step.
- f) Contact the Marina office for Recycling Locations, Pump-Out Station Locations, and Commercial Pump-Out Services

48) Smoke/Tobacco/Vape free Property

Waukegan Port 7 marina is a Smoke free property. Smoking is only allowed at designated areas. Adequate space and utensils will be provided for proper disposal of the tobacco product refuse.

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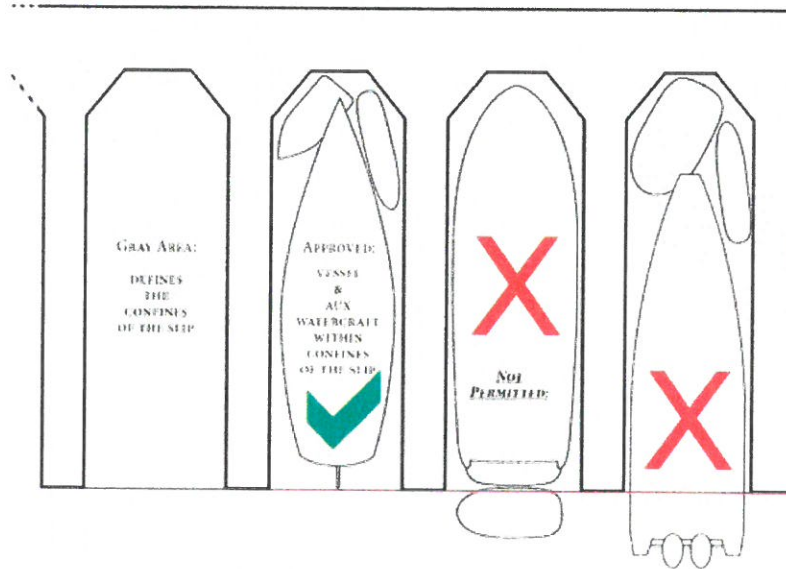
EXHIBIT - D AUXILIARY WATERCRAFT REGULATIONS

The mooring of Auxiliary Watercraft within WP&M is subject to the following:

- 1) Customer is permitted to moor the primary Vessel in the assigned Slip with an additional maximum of two (2) auxiliary watercraft. Auxiliary watercrafts include but are not limited to dinghies, inflatable vessels, kayaks, canoes, and SUPs.
- 2) A dinghy is herein defined as a small boat up to, but no longer than, ten (15) feet in total overall length. Any non-human powered vessel longer than ten (15) feet in total overall length is not considered an auxiliary watercraft.
- 3) Only auxiliary watercrafts owned by Customer are permitted in assigned Slip.
- 4) Under no circumstances, the vessels length overall (LOA, as defined by WP&M) cannot be greater than the slip length
- 5) Auxiliary watercraft, subject to WP&M prior approval, may not encroach into the fairway
- 6) Customer is to maintain their auxiliary watercraft in a clean, orderly, and safe manner. Auxiliary watercraft will not be utilized as a source of storage including materials that if discharged into the water may cause environmental concerns. Nothing except required safety equipment may be stored in any auxiliary watercraft located in the water. Inflatable watercraft must be maintained in a fully inflated condition. All watercrafts must remain seaworthy, which is to include being bailed of excess water.
- 7) All auxiliary watercraft moored assigned by WP&M within the Marina must be registered with WP&M and display WP&M issued stickers (if any)
- 8) Any auxiliary watercraft that is propelled by an outboard motor or similar device must be properly registered and exhibit current, valid registration numbers and expiration stickers. WP&M must be notified of changes in ownership of registered watercraft.
- 9) Auxiliary watercraft will be secured in a fashion that, will not delay, restrict nor prohibit the rapid and expedient release of Customer's Vessel or auxiliary watercraft(s) should it be necessary to remove the Vessel or auxiliary watercraft(s) from the slip in an emergency.
- 10) Auxiliary watercraft are not to be stored or maintained on the fingers or walkways. Auxiliary watercraft will not be moored in vacant slips or placed in unoccupied slips without the expressed prior permission of WP&M. Use of another slip for any non-emergency purpose is prohibited.
- 11) Subject to WP&M's prior approval, floats may be used in conjunction with berthing auxiliary watercraft that are commercially designed and used for their intended purpose.

AUXILIARY WATERCRAFT DIAGRAM

ILLUSTRATION OF SLIP CONFINES AND SAMPLE CONFIGURATIONS



Customer Signature: _____

Date: _____

Representative: _____

Date: _____

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2024 FEES AND CHARGES

a) **Military & First Responders Special Rates**

In appreciation of their services, Waukegan Port District offers a special discount of 5% for annual slip leases to:

- i) Active duty members of the United States Armed Forces
- ii) Active duty members of the Reserves and the National Guard
- iii) currently serving first responders including, police, fire and EMT/paramedics
- iv) Military veterans

b) **Legacy Tenants Multi-Slip Special rate (1> year)**

- i) Customers renting multiple slips will receive a 50% discount on the 2nd slip, and 10% discount on additional slips. This offer excludes dingy and personal watercraft dock rentals.

The multi-slip discount rate will be applied to the suitable slip size for the requested vessel. Slip holders must be the registered owner of the Main Slip and insured to receive the special Rate(s). Proof of ownership and COI will be required for all vessels eligible for the Multi-Slip rate.

c) **Referral Credit Promotion.**

Current Harbor & Marina slip tenants will receive a credit towards their slip rental fee for referrals that lead to a new slip rental customer. The slip tenant making the referral will receive the bonus set forth below upon the new slip tenant's execution of a slip rental agreement and payment to the Waukegan Port District.

- i) \$100.00 for the first referral
- ii) \$200.00 for the second referral
- iii) \$300.00 for the third referral and every subsequent referral.

Credits cannot be exchanged for cash. There is no limit to the number of credits that a current slip tenant can receive for a referral within a given year and the referral quantity resets at the beginning of every season. Referral credits are applied to the referring slip tenant's accounts and will be effective only for the next year's billing.

d) **Special Rate(s) Terms**

Special Rates cannot be combined, and the highest percentage of Special Rate supersedes all other rates. Special rates are available for recreational and commercial use slip holders. Special Rates may be canceled for non-payment, late payments, breach of contract, or violation of any of the Waukegan Port District's rules and regulations. Credits for referrals made are not affected by any Special Rates or bonuses issued to slip tenants. The Waukegan Port District will accept full season payments in one payment or two months deferred payment. Full Slip fees are due in current year's December 1st & February 1st of upcoming year. Payments must be made on specified days or earlier at each year. Payment made by credit card are subject to an additional service charge. If payments are not collected on specified dates, it will be considered as late payment and 2% of the balance will be added as late fee.

55 South Harbor Place, Waukegan, IL 60085

1-800-400-SLIP

East/West Breakwater

North/South Breakwater

42 21' 24" North BY 87 49' 14" West - 42 21' 20.7" North BY 87 49' 12.9" West

@ VHF 16



2024 FEES AND CHARGES

Other Fees and Charges will be published seasonally by Waukegan Harbor & Marina on their web page.
All fees and charges can be changed with 30 days' written notice.

- | | |
|-----------------------------------|---------------------------------------|
| 1) Seasonal Administration Charge | : \$25 |
| 2) Slip Work Orders | : \$35 per hour + Material |
| 3) Credit Card Processing Fee | : Reflected to the customers directly |
| 4) Slip Transfer Fee | : \$40 |
| 5) Late Fee | : 2% /monthly |

Launch Ramps

- | | |
|-------------------------------|---|
| 1) Daily Boat Launch | : \$30.00 |
| 2) Monthly Launch Pass | : \$125.00 including 2 free nights at N Pier / C Pier |
| 3) Recreational Seasonal Pass | : \$250.00 including 4 free nights at N Pier / C Pier |
| 4) Commercial Seasonal Pass | : \$350.00 including 4 free nights at N Pier / C Pier |

Call the main office for more details. Free night stays must be authorized by front desk and may not be available on some days. All current Harbor & Marina tenants will receive free seasonal Launch Dock Passes for exclusive use by the vessel/slip owners

Miscellaneous Fees

- | | |
|----------------------------------|------------------------|
| 1) Extra/Replacement Pier Key | : \$35.00 |
| 2) Extra/Replacement Parking Key | : \$75.00 (per season) |
| 3) Returned Check Fee | : \$50.00 |
| 4) Portable Pump Out | : \$75.00 per tank |
| 5) Vendor Fee | : \$350.00 |

Guest – Transient Slip Fees

- | | | |
|-----------------------|---|-------------------|
| 1) Transient Slip Fee | \$1.75 per foot / per night. | |
| 2) 26' | \$45.50 per night | \$260.00 per week |
| 3) 36' | \$63.00 per night | \$360.00 per week |
| 4) 46' | \$80.50 per night | \$460.00 per week |
| 5) 65' + | \$113.75 per night | \$650.00 per week |
| 6) T Docks | \$120.00 per night | \$750.00 per week |
| 7) | \$2.25 per foot minimum will be applied on special event days and holiday weekends. | |

Weekly rentals considered 7 consecutive nights. Daily Slip Fee must be prepaid or upon arrival.

55 South Harbor Place, Waukegan, IL 60085

1-800-400-SLIP

East/West Breakwater

North/South Breakwater

42 21' 24" North BY 87 49' 14" West - 42 21' 20.7" North BY 87 49' 12.9" West

@ VHF 16



e) **Commercial Slips / Operations**

Slip tenants using slips for commercial purposes, including, without limitation, fishing charters, daily excursion charters, sailing schools, are required to sign a Commercial – Vendor Agreement and will be billed vendor/commercial operation fee. (See Exhibit -E). All boats used for commercial activity and operating under a Commercial – Vendor Agreement may be fueled at the Harbor & Marina with a \$0.10 discount per gallon of fuel. All vendors will be promoted on our website, events.

f) **Yacht Club Loyalty Program**

The Waukegan Port District is pleased to announce our brand-new Yacht Club Benefits Program which entitles qualified yacht club members to up to a \$100 discount (\$50 for 26' slips) for slip fees for the upcoming 2024 season, then an increasing discount each year over ten years. In addition, all new and qualified yacht club members will receive a \$25 fuel voucher and free harbor/parking key cards. Please contact Customer Service at (847)244-3133 for a complete list of qualified yacht clubs.

g) **Relocation Bonus Program**

Due to recent developments and improvements, slip tenants may be required to change their slip to a same or similarly sized location. If the available slip is larger than the current slip size, there will be no change to the slip rental rate for two seasons.

h) **Slip Fee Deposit**

A \$500 deposit must be paid in full before 31st of December in order to secure a specific slip location. If full payment of the deposit is not received, the first available slip will be assigned. Deposits are not refundable.

55 South Harbor Place, Waukegan, IL 60085

1-800-400-SLIP

East/West Breakwater

North/South Breakwater

42 21' 24" North BY 87 49' 14" West - 42 21' 20.7" North BY 87 49' 12.9" West

@ VHF 16



Pier Info	Slip Size	# of Slips	Annual 2022-2023	If Paid By: 12/31/2023	Starting: 1/1/2024
SOUTH PIER	13	21	\$636	\$655	\$668
NORTH PIER	26	52	\$1,703	\$1,754	\$1,789
End Tie	26	2	\$1,903	\$1,960	\$1,999
NORTH HARBOR	30	36	\$1,318	\$1,318	\$1,344
NORTH PIER	30	30	\$2,146	\$2,146	\$2,189
End Tie	30	2	\$2,353	\$2,353	\$2,400
SOUTH PIER	30	54	\$2,798	\$2,798	\$2,854
End Tie	30	4	\$3,010	\$3,010	\$3,070
NORTH HARBOR	36	5	\$2,817	\$2,817	\$2,873
NORTH PIER	36	121	\$3,128	\$3,222	\$3,286
End Tie	36	3	\$3,328	\$3,328	\$3,395
SOUTH PIER	35	57	\$3,203	\$3,235	\$3,300
End Tie	35	3	\$3,403	\$3,403	\$3,471
NORTH HARBOR	40	2	\$3,219	\$3,316	\$3,382
NORTH PIER	40	35	\$3,556	\$3,663	\$3,736
End Tie	40	3	\$3,756	\$3,756	\$3,831
SOUTH PIER	40	74	\$3,733	\$3,845	\$3,922
End Tie	40	7	\$3,933	\$4,051	\$4,132
SOUTH PIER SINGLE	40	6	\$4,387	\$4,387	\$4,475
SOUTH PIER	45	62	\$4,017	\$4,138	\$4,220
End Tie	45	6	\$4,217	\$4,344	\$4,430
SOUTH PIER SINGLE	45	3	\$5,142	\$5,296	\$5,402
NORTH HARBOR	50	3	\$4,317	\$4,447	\$4,535
SOUTH PIER	50	12	\$5,371	\$5,371	\$5,478
End Tie	50	1	\$5,581	\$5,581	\$5,693
SOUTH PIER	55	10	\$5,704	\$5,704	\$5,818
End Tie	55	1	\$5,904	\$6,081	\$6,203
SOUTH PIER	60	9	\$6,298	\$6,298	\$6,424
End Tie	60	1	\$6,498	\$6,498	\$6,628
NORTH PIER	65	2	\$7,274	\$7,274	\$7,419
SOUTH PIER	65	9	\$8,178	\$8,178	\$8,342

55 South Harbor Place, Waukegan, IL 60085
1-800-400-SLIP

East/West Breakwater North/South Breakwater
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