

MAPLE BEACH PROPERTY HOLDERS (MBPH), INC.

Policies regarding Piers and Pier Slots at Maple Beach Park

1. There are sixteen (16) pier slots available at Maple Beach Park.
2. Pier Slot #1 is located on the east end of the park behind the CKSD lift station.
3. Moving to the west, each pier slot will be placed fifty (50) feet apart, following WDNR Pier Planner (Pub. FH017 - August 2012) regulations.
4. Pier Slot #2 will be held open for all MBPH, Inc. members to have access to the lake.
5. All piers must be single, straight piers.
 - a. L-shaped piers and piers with individual slips are not permitted.
6. The MBPH, Inc. Board of Directors has the discretion to assign the pier slot sites.
7. If a tenant is renewing their pier slot lease, that tenant has the first option on that same pier slot for the following year.
 - a. A signed pier slot lease agreement, a copy of the liability insurance rider for the pier showing MBPH, Inc. as an additional insured party, and the pier slot lease fee must be submitted in person or by mail, to the MBPH, Inc. Board of Directors no later than **December 31st** of the previous year.
 - b. If sending by mail, renewal must be postmarked before **December 31st** and sent to:

Maple Beach Property Holders, Inc.
PO Box 311
Edgerton, WI 53534

8. Any member of MBPH, Inc. who wishes to lease a pier slot when all are currently leased, can mail or email the MBPH, Inc. Board of Directors to be placed on the waiting list.
9. If there are open pier slots (e.g., if a tenant does not renew their pier slot lease or a slot becomes available), the pier slots are assigned on a first come, first serve basis.
 - a. The MBPH, Inc. Board of Directors will send an email informing members of open pier slots in the first week of January if renewals are not sent or anytime throughout the year if pier slots become available.
 - b. Pier slots are assigned based on the order of the waiting list or by the earliest dated request to the MBPH, Inc. Board of Directors after January 1st of that calendar year.
 - c. New lessees must submit:
 - i. a signed pier slot lease agreement
 - ii. a copy of the liability insurance rider for the pier slot showing MBPH, Inc. as an additional insured party, third-party insured, or other interested party, and/or any verbiage or document that identifies MBPH, Inc. as an insured party;
 - iii. and the pier slot lease fee in person or by mail to the MBPH, Inc. Board of Directors.
10. All piers shall be provided and installed by tenant or tenant's assigns.
11. Piers can be placed starting March 1st and must be removed by October 31st of each year and cannot not be stored on Maple Beach Park property.
12. Due to the limited number of pier slots, a tenant will be allowed to lease only one (1) pier slot per calendar year regardless of their ownership interest in multiple lots.
13. To continue maintenance and upkeep of the park and shoreline, tenants will pay a fee of \$100.00 per year to MBPH, Inc.
14. MBPH, Inc. will allow a transfer of a pier slot lease for the consideration of: A one time, \$2000.00, non-refundable payment to transfer pier slot lease to buyer of property upon sale, paid at closing.

MAPLE BEACH PROPERTY HOLDERS (MBPH), INC.

Pier Slot Lease

This pier slot lease made this _____ day of _____, _____, by and between Maple Beach Property Holders, Inc., hereinafter referred to as the Landlord, and _____ hereinafter referred to as the Tenant. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. This pier slot lease shall be for a period of one (1) calendar year, beginning January 1st, _____ and ending December 31st, _____. This pier slot lease may be renewed for a one (1) year period at the option of the Landlord. The Tenant must be in good standing with the Landlord, which is defined by the Landlord. Renewal shall be delivered to the Landlord on or before **December 31st** of the previous year.
2. The Tenant shall pay the annual dues assessed by the Landlord when due. If all such annual dues are not paid when due, the rights to the use of the pier slot will be rescinded at the sole discretion of the Landlord.
3. The use of the pier slot subject to this pier slot lease shall be reserved for the Tenant and occupants of their parcel located in the Maple Beach subdivision.
4. Any pier to be used at pier slot shall be provided and installed by the Tenant or the Tenant's assigns.
5. The Tenant and any users of the pier subject to this pier slot lease shall abide by all applicable statutes and regulations of the Wisconsin Department of Natural Resources (WDNR) regarding pier size and location, unless otherwise defined by the Landlord. Refer to the WDNR Pier Planner (Pub. FH017 - August 2012).
6. A pier installed pursuant to this pier slot lease shall be a single, straight pier. An L-shaped pier or pier with individual slips shall not be permitted.
7. The pier can be installed starting March 1st and shall be removed by October 31st of each year and shall not be stored on Maple Beach Park property. In event of non-compliance with this paragraph, the Landlord shall provide a warning letter to the Tenant to remove said pier within seven days of receiving the Landlord's notice, at which time this pier slot lease may be terminated at the option of the Landlord.
8. The Landlord shall NOT be responsible for insuring the pier installed pursuant to this pier slot lease and shall NOT be responsible for damage or repairs to said pier.
9. The Tenant agrees to hold the Landlord harmless from any liability associated with the seasonal placement of the pier and any associated lifts.
10. The Tenant agrees to provide liability insurance regardless of installation of any pier or associated lifts. The Landlord (Maple Beach Property Holders, Inc.) must be listed as an additional insured party, third-party insured, or other interested party on the liability insurance ride or be identified as an insured party using any verbiage or document.
11. The location of the pier slot to be used by the Tenant shall be at the sole discretion of the Landlord. The pier slot of my preference is # _____.
12. Tenants Maple Beach Subdivision lot # of the tax parcel number associated with this lease. _____
13. The Landlord will allow a transfer of a pier slot lease for the consideration of: A one time, \$2000.00, non-refundable payment to transfer pier slot lease to buyer of property upon sale, paid at closing.

This document contains the entire agreement between the parties and shall be binding upon and inure to the benefit of both parties hereto their respective heirs, administrators, and successors.

Revised 10/06/23

MAPLE BEACH PROPERTY HOLDERS (MBPH), INC.

Pier Slot Lease Signatures

TENANT (Pier Slot Lease Holder):

NAME:

EMAIL ADDRESS:

MAPLE BEACH ADDRESS:

MAILING ADDRESS:

PHONE NUMBER:

SIGNATURE: _____ DATE: _____

LANDLORD (Maple Beach Property Holders, Inc.):

NAME:

SIGNATURE: _____ DATE: _____