

PIER PERMIT AGREEMENT

This PIER PERMIT AGREEMENT made this _____ day of _____, _____, between the City of Decatur ("City") and _____ ("Pier Owner(s)/Renter(s)") WITNESSETH, that for and in consideration of the privilege of having and/or leasing a pier on Lake Decatur, and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, City and Pier Owner/Renters(s) AGREE AS FOLLOWS:

1. No Pier may be constructed or used on Lake Decatur except as permitted by City. City permits piers on Lake Decatur conditioned on Pier Owner/Renter's compliance with the provisions of City Code Chapter 66. City assumes no responsibility for any loss or damage to person or property arising out of, or related to, the construction, use, or maintenance of any pier permitted on Lake Decatur, including loss or damage to person or property caused or occasioned by City owned property adjacent Pier Owner/Renter's property.
2. Pier Owner/Renter wishes to have, use, and maintain a pier on Lake Decatur and use the same for recreational activities.
3. As a condition of obtaining pier permits, boat clubs shall obtain a signed pier permit agreement from each of their tenants, and include the same with their application for a pier permit. Following issuance of pier permit(s) to a boat club, said boat club shall provide to the City Finance Department fully executed pier permit agreements from each new tenant within five (5) business days of the new tenant's initial date of occupancy of their pier.
4. City grants an annual, non-assignable permit to Pier Owner/Renter to have, use, and maintain a pier on Lake Decatur for recreational activities, conditioned on Pier Owner/Renter paying the permit fee and complying with the terms of this Agreement.
5. Pier Owner/Renter agrees to abide by all applicable provisions of the City Code of Decatur, including but not limited to the provisions of Chapter 66, "Regulation of Lake Decatur," as well as all applicable laws relating to protection of the Lake Decatur watershed, including state and federal laws regulating pollution and erosion control.
6. Pier Owner/Renter agrees to abide by all reasonable City directives relating to erosion control, watershed control, and/or control of pollution into Lake Decatur, including those that may adversely affect Pier Owner/Renter's use and enjoyment of their pier on Lake Decatur.
7. Pier Owner/Renter's failure to abide by the terms of this Agreement, applicable provisions of City Code, any reasonable City directive relating to erosion control, and applicable state and federal laws, shall constitute breach of this Agreement.
8. In the event pier Owner/Renter shall breach this Agreement, as determined by City in its sole discretion, City shall provide Pier Owner/Renter written notice describing the breach, and a reasonable time, as determined by the City, to cure said breach. Pier Owner/Renter's refusal or failure to cure the said breach within a reasonable time shall be cause for the City to revoke the privilege granted under this Agreement and require Pier Owner/Renter to remove or vacate

their pier. City's revocation order shall be based upon objective findings, and shall be final. Pier Owner/Renter may appeal City's revocation order to the Circuit Court of Macon County.

9. Pier Owner/Renter fully releases, discharges, and holds City harmless from all loss, damage, or expense that may be sustained by Pier Owner/Renter any other person or entity using Pier Owner/Renter's pier or adjacent City property, including all loss, damage, or expense to person and/or property arising out of or relating to Pier Owner/Renter's construction, use, or maintenance of a permitted pier on Lake Decatur, including all loss, damage or expenses occasioned by City or City property.
10. By signing below, Pier Owner/Renter acknowledges that they have read this Agreement, understand it, and enter into this Agreement freely and voluntarily.
11. Disputes under this Agreement shall be resolved exclusively in the Circuit Court of Macon County, Illinois law to apply.

PIER OWNER(S)/RENTER(S):

(Please sign)

(Please print name)

(Phone number)

(Please sign)

(Please print name)

(Phone number)

(Address)

BOAT CLUB NAME (if applicable):

(Please print name)

CITY OF DECATUR, ILLINOIS, By:

Director of Finance