

## 2017 Summer Slip Rental Agreement Baker's Marina on the Bay

### LESSEE INFORMATION (Please complete ALL sections):

Name:		Slip:
Street Address:		City, State, Zip:
Telephone # (Home)	Telephone # (Cell)	Telephone # (Business)
E-Mail:		

### VESSEL INFORMATION:

Make:	Model:	Year:	Length:	Beam:	Hull Material:
Registration #:			Name (if any):		
Insurance Provider Name & Policy #:					

### TERMS OF CONTRACT:

The lessor agrees to lease slip # \_\_\_\_ to the lessee from April 1, 2017 to November 30, 2017.

Fee will be determined by the overall length of the vessel (ovl) which includes outboard motor, bow pulpits and swim platforms.

<u>DOCK TYPE</u>	<u>VESSEL LENGTH</u>	<u>AMOUNT</u>
Stationary Docks A-C-D @ \$120.00' (ovl)		\$
Stationary Docks B @ \$100.00' (ovl)		\$
Floating Docks F-H @ \$135.00' (ovl)		\$
E Docks & Charters @ \$145.00 pf (ovl)		\$

	<u>Amount</u>	<u>\$</u>	<u>-</u>
1/3 down upon signing		\$	-
1/3 by December 31, 2016		\$	-
Balance due by March 31, 2017		\$	-

**Copy of insurance certificate and boat registration must be supplied with signed contract.**

Spaces subject to availability.

Any questions or concerns please do not hesitate to contact our office at: 732-872-9300.

**Please Remit Payment to:**

**Marina on the Bay**  
1 Marina Bay Court  
Highlands, NJ 07732

## Summer Slip Rental Terms

1. ALL SPACE RENTAL FEES ARE PAYABLE IN ADVANCE: It is understood and agreed that this contract shall not be valid or binding upon lessor until the amounts of money entered on this contract are paid in full. Acceptance of any deposit by the lessor does not constitute any agreement between lessor and LESSEEs, and in no way obligates or binds the lessor. Deposits and refunds of same are governed by the sole discretion of Baker's Marina on the Bay.
2. If LESSEE becomes delinquent in rental payments, the LESSEE being properly notified of such delinquency as may be required by law; the LESSOR shall have the right to take over the property of the LESSEE and to secure the property to the space occupied, or store it at another location. LESSEE AGREES THAT IN THE EVENT SUIT IS BROUGHT IN BEHALF OF THE LESSOR AGAINST THE LESSEE TO COLLECT ANY AMOUNTS DUE OR TO BECOME DUE HEREUNDER, OR TO ENFORCE LESSOR'S LIEN ON THE PROPERTY OF LESSEE, THE LESSEE SHALL PAY THE LESSOR'S REASONABLE ATTORNEY FEES FOR SUCH SUIT OR COLLECTION PLUS COSTS, AS PROVIDED BY LAW OR TO TAKE ANY OTHER REMEMDIES AVAILABLE TO LESSOR UNDER THE LAW.
3. INSURANCE: The LESSOR does not carry insurance covering the property of the LESSEE. The LESSOR will not be responsible for any injuries or property damage resulting, caused by, or growing out of the use of the facilities of LESSOR and LESSEE does hereby release and discharge the LESSOR from any and all liability from loss, injury (including death) or for damages to persons or property sustained while in or on the premises of LESSOR, including fire, theft, vandalism, windstorm, high or low waters, hail rain, ice, collision or accident of any other act of God. LESSEE agrees to keep the boat fully insured with complete marine insurance, including hull coverage and or liability insurance LESSEE shall carry adequate hull insurance and shall furnish a copy of said insurance for his/her boat to Baker's Marina on the Bay, said insurance must be satisfactory to Baker's Marina on the Bay and shall be non-cancelable except upon 30 days prior written notice to the lessor. Failure to furnish such certificate of insurance within 10 days after the lessor's request shall at the lessor's option be deemed material default.
4. Baker's Marina on the Bay reserves the right to make a reasonable charge for any service it performs or equipment it furnishes to provide security of the foregoing boat in it's sole discretion regardless of whether the LESSEE requested it or not.
5. The LESSOR shall make available fresh water and electric during the summer season. Operation of air conditioning or heating units will incur an additional charge. Only marine battery chargers may be used in the Marina. Non-marine chargers are not permitted under any circumstances.
6. The use of torches or open flame, inflammable or toxic removers, or any other hazardous equipment is prohibited. Fires anywhere within the marina are strictly prohibited.
7. Any cooking on deck by any means or methods is prohibited and shall be construed as a material breach of this contract. Cooking is permitted only on Marina supplied grills in our designated grilling areas.
8. It is understood that in case of national emergency determined by the United States or governing state authorities that Baker's Marina on the Bay will not be liable and than no refunds will be forthcoming.
9. The LESSEE does hereby covenant that he/she will keep and save harmless the LESSOR from any all liability from anything arising from or out of loss or damage from any fault or negligence by the LESSEE or from any subcontractor engaged by the LESSOR for hire or otherwise; or failure on his/her part to comply with any condition, covenant, or obligation contained in this

Initials \_\_\_\_\_

lease or whether such loss or damage contained herein to be performed by said LESSOR or subcontractor.

10. The LESSEE shall at all times provide adequate boat lines, blocks and other mooring equipment to secure his vessel in the manner approved and/or prescribed by Baker's Marina on the Bay. The LESSEE shall safeguard his vessel as well as other boats and installations in the marina against any eventuality.
11. The LESSEE hereby agrees to abide without qualification, by all rules and regulation instituted by the LESSOR, which may from time to time be changed or supplemented. It is agreed and understood that the LESSEE as well as all persons aboard his boat, including guests, shall comply with all state, federal and local laws relating to safety, sanitation, recycling, and good conduct. NJ environmental protection rules prohibit the disposal of fish carcasses in to the marina. Fish carcasses must be disposed of by the LESSEE and may not be discarded in marina dumpsters.
12. Observance of posted recycling and garbage rules is mandatory. The dock master will assess additional charges if individual violations of these rules occur. Failure to observe recycling rules will be considered a breach of this agreement by the LESSEE.
13. The LESSEE shall be responsible for any loss or damage caused to Baker's Marina on the Bay facilities (docks and slips) as well as land based facilities, by the negligence of the LESSEE or by a guest of the LESSEE.
14. The LESSEE cannot sublet, loan, give, or in any way transfer any right or privileges contained in this document.
15. In case of Emergency, as determined by LESSOR, the LESSOR shall be authorized to move the subject boat, if possible and practical, to a safer area to protect the boat, property or general welfare if boat is unattended and LESSEE cannot be reached. However, under no circumstances is LESSOR under any obligation to provide this service. Any costs incurred by LESSOR shall be billed to the LESSEE. LESSEE agrees to indemnify and hold harmless from any and all liability, loss or damage caused by or to the subject boat which may arise out of failure of the LESSEE to move the boat, the inability of the LESSOR to reach the LESSEE, or by the movement of the boat by the LESSOR in general, the LESSEE shall be solely responsible for any and all emergency measures.
16. It is the LESSEE's responsibility to prepare for storms and make all preparations for his vessel during a storm. Baker's Marina on the Bay assumes no responsibility whatsoever for tending, watching or for the general condition of the LESSEE's vessel during a storm. It is the boat owner's sole responsibility to maintain his boat during a storm. LESSEE is solely and completely responsible for any damage to his boat, for any damage the LESSEE's boat causes to any other boat in the marina, and for any damage the LESSEE's boat may cause marina facilities. Upon request of Baker's Marina on the Bay, LESSEE will remove his boat from the marina prior to storm conditions.
17. It is agreed between both parties that LESSOR shall not assign, transfer or permit the use of assigned space to any other party. Slip rental is forfeited if the boat is sold.
18. Storage of boat trailers is the discretion of Baker's Marina on the Bay. If trailers are stored there will be a charge.
19. The LESSEE understands that he is obligated to remove his boat from the marina on the expiration date of the dockage or storage agreement which date is on the first page of this agreement. Boats left in their slips will automatically be charged a Winter Wet Storage fee of \$25.00 per foot per month with no prorating options. The LESSEE will pay all charges before

Initials \_\_\_\_\_

his/her boat leaves Baker's Marina on the Bay. In the event the LESSEE leaves prior to payment in full to Baker's Marina on the Bay, the LESSOR will have a lien on LESSEE and his/her vessel.

20. Dock boxes are allowed, however, Baker's Marina on the Bay must approve them. If they are not approved they will be removed and the LESSEE will be charged for the removal. In no event can a dock box extend past the piles obstructing the walkway.
21. Any signage or other promotional material displayed on marina property must have prior approval of Baker's Marina on the Bay; at the request of marina all such signage must be removed.
22. LESSEE has the first option to renew lease for the following season. Baker's Marina on the Bay must have a signed contract and 50% deposit by September 30<sup>th</sup> of this year to guarantee a slip for the following season.
23. Baker's Marina on the Bay does not permit live-aboard.
24. If the authorities are called to Baker's Marina on the Bay for disturbances of any kind (noise, disorderly conduct, fire, etc.) those involved will forfeit any deposit and/or slip fee and must leave the marina at once, either by hauling out or by sea.
25. This agreement may only be changed by written addendum, signed by both parties.
26. The LESSOR is under no obligation to comply with requested change in this agreement.
27. The LESSEE agrees that if any default be made by him/her in performance of any covenant of this agreement or should LESSEE fail to comply with the applicable rules and regulations set forth by the LESSOR, the contract shall be invalidated and terminated, and the LESSEE and the boat removed from the Marina.
28. In declaring the agreement breached by the LESSEE and terminated, the LESSOR shall resume full possession of the slip and all money shall be forfeited without any recourse by the LESSEE.
29. The covenants and conditions herein contained shall apply to and bind the heirs, executors, assigns and legal representatives to the parties hereto.
30. Subcontractors may not perform any work on marina premises with out prior written approval of Baker's Marina on the Bay. All subcontractors must provide Baker's Marina on the Bay with certificate of insurance and indemnify and hold harmless Baker's Marina on the Bay from any actions resulting from subcontractor's activities.
31. In the event LESSOR's boat shall, for any reason, sink while berthed in a slip, at dockside or while otherwise occupying marina waters used by customers of LESSOR, LESSOR may, if LESSEE cannot be contacted immediately and if said sunken boat constitutes a safety or water navigation hazard to other boaters, take immediate steps to raise and remove said boat, all costs shall be at LESSEE's expense.
32. This agreement contains the entire understanding between the LESSEE and the LESSOR and no other representation or inducement, verbal or written, has been made which is not contained in the Agreement. LESSOR and LESSEE agree that if any paragraph or provision violates the law and is unenforceable, the rest of the Agreement will be valid.

After carefully reading this agreement, the LESSEE shall affix his legal signature below where it says "LESSEE". In thus executing this agreement, the LESSEE is signifying full acceptance of the term and conditions of the seasonal dockage agreement lease.

Initials \_\_\_\_\_

**LESSEE**

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

**LESSEE**

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

**LESSOR**

**Marina Manager:** Karen Mount \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

Initials \_\_\_\_\_