

2016-2017 Winter Dry Storage Agreement Baker's Marina on the Bay (LESSOR)

LESSEE INFORMATION (Please complete ALL sections):

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

VESSEL INFORMATION:

THIS IS AN AGREEMENT TO RENT SPACE IN WHICH IS TO BE PLACED, SOLELY AT THE LESSEE'S RISK THE BOAT LISTED BELOW:

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

TERMS OF CONTRACT:

**This lease term shall be November 1, 2016 through April 30, 2017
or commence earlier upon the request by Lessee and Lessor's agreement.**

Rate below includes: Haul out/Power wash (weather permitting)/Block/Spring launch

Type of Vessel	On Trailer	Up to 34 ft.	35 ft. and over
<input type="checkbox"/> 2016 Slip Customer Powerboat	\$ 35.00	\$ 40.00	\$ 50.00
<input type="checkbox"/> Non Slip Customer Powerboat	\$ 40.00	\$ 45.00	\$ 55.00
<input type="checkbox"/> 2016 Slip Customer Sailboat	\$ 37.00	\$ 42.00	\$ 52.00
<input type="checkbox"/> Non Slip Customer Sailboat	\$ 42.00	\$ 47.00	\$ 57.00

Amount	\$	-
Sales Tax	\$	-
Total	\$	-

50% Deposit upon signing
Balance Due **on or before October 15, 2016**

Deposit	\$	-
Due	\$	-

LESSEE agrees that all charges for space rental under the terms of this contract shall give the lessor a valid lien upon lessee's boat and that no boat shall be removed from the lessor's premises until all charges fully paid.

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

Depending upon the age, type and condition of the vessel, a \$4,000 refundable deposit may be required in addition to full payment of storage. Deposit will be refunded upon vessel launch in Spring.

No electric service provided.

Spaces subject to availability.

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

Please Remit To:
Marina on the Bay LLC
1 Marina Bay Court
Highlands, NJ 07732

Winter Storage Contract 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 REMEDIES 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. **ELIMINATION OF HAZARDOUS MATERIALS:** Cooking, smoking or the use of any open flame is prohibited inside or outside of boat in dry storage area. All nonpermanent gas tanks, containers of liquid or gaseous fuels, solvents, flares, matches or any other inflammable materials must be removed before placement in dry storage. No combustible or dangerous materials will be allowed to collect in or around boat at any time. The LESSEE further agrees to keep storage area free and clear of all gear, tackle and other obstructions. **FIRE EXTINGUISHERS IN GOOD WORKING ORDER MUST BE ON BOARD.**
6. **SURVEY AND INSPECTION:** The LESSEE authorizes LESSOR to thoroughly survey the boat for fire hazards at hauling or prior to moving to dry storage. LESSEE understands that this regulation is formulated, enforced and conducted solely for the protection of LESSOR. The promulgation and enforcement of these rules and regulations, the conducting of a survey, the failure to require or fully perform a survey with respect to other LESSEE(S) will not subject LESSOR to any duty or liability to the LESSEE with respect to fire or explosion prevention or detection. In general, any survey will be solely at the discretion of the LESSOR.
7. **REMOVAL OF PERSONAL PROPERTY:** The LESSEE should remove any personal property from boat prior to dry storage. **IT IS UNDERSTOOD AND AGREED THAT LESSOR WILL NOT BE RESPONSIBLE FOR ANY ITEMS OR PERSONAL PROPERTY LEFT IN BOAT.**

8. PROTECTIVE COVERING: The LESSEE assumes full responsibility for providing adequate covering to protect the boat from any and all perils and for the proper maintenance of such covering while the boat is on or in the premises of LESSOR.
9. RULES AND REGULATIONS: The rules and regulations contained herein and as posted in the office or on the grounds by LESSOR are for the safety and welfare of all who use the facilities. It is further understood and agreed that all times while boat is stored, the LESSEE and/or their guests shall become subject to all rules and regulations formulated by LESSOR. LESSEE agrees that all duly posted rules and regulations are reasonable, that LESSEE has read and understands said rules and regulations, and further assumes the responsibility to see that his guests will obey the rules. Any infraction of the rules and regulations contained herein or as posted in the office, shall, at the option of LESSOR, cancel this Space Rental Agreement upon proper notice to LESSEE, and the LESSEE shall remove his boat or rig from the premises.
10. 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.
11. LESSEE is responsible for the area around the vessel. If Baker's Marina on the Bay has to remove debris or garbage, the LESSEE will be charged additional cleaning fees at the regular hourly labor rate. The area around the vessel should be cleaned at the end of each day.
12. The LESSOR shall not be responsible for delays in hauling, winter layup, commissioning or launching due to bad weather or for any other reasons beyond its control.
13. If the LESSEE is not able to be present when the vessel is hauled or launched, Baker's Marina on the Bay will move the vessel to or from its slip; however, Baker's Marina on the Bay will not be held responsible for any damage caused by moving of the vessel. LESSEE is responsible to ensure that the vessel is properly secured to the slip,
14. 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 lease or whether such loss or damage contained herein to be performed by said lessor or subcontractor.
15. 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. Painting and sanding vessel bottoms by owners is permitted only with prior approval of Baker's Marina on the Bay and when done in accordance with all environmental laws and marina regulations.
16. 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 then no refunds will be forthcoming.
17. 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.
18. The LESSEE agrees to respond promptly to Baker's Marina on the Bay's call in the event of an emergency.

19. 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.
20. NON ASSIGNMENT OF SPACE: It is agreed between LESSOR and LESSEE shall not assign, sublet, transfer, or permit the use of assigned space to any other party without the express written consent of LESSOR. Slip rental is forfeited if the boat is sold.
21. Storage of boat trailers is the discretion of Baker's Marina on the Bay. If trailers are stored there will be a charge.
22. The LESSEE will pay all charges before 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.
23. 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 30th of this year to guarantee a slip for the following season.
24. Baker's Marina on the Bay does not permit live-aboard.
25. 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.
26. This agreement may only be changed by written addendum, signed by both parties.
27. The lessor is under no obligation to comply with requested change in this agreement.
28. 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. 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. LESSEE agrees to remove boat from dry storage at the termination of this rental agreement. Boats not removed by this date shall, at the option of the LESSOR be charged rent on a monthly basis of \$25 per foot. No prorating option available. In the event non-removal of the boat presents a hazard to other persons or property, or interferes with normal marina operations. LESSOR shall reserve the right to move the boat to another location AT LESSEE'S RISK AND LESSEE AGREES TO PAY ALL COSTS INVOLVED IN THE REMOVAL OF SAID BOAT.

32. ENTIRE AGREEMENT: 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 this agreement.

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.

LESSEE

Printed Name: _____

Signature: _____ **Date** _____

LESSEE

Printed Name: _____

Signature: _____ **Date** _____

Lessor

Marina Manager: Karen Mount _____

Signature: _____ **Date** _____