

The Landing at Oceanport

417 River Street • Oceanport • NJ • 07757

(732) 229-4466 | info@thelandingatooceanport.com

www.thelandingatooceanport.com

Transient Slip Storage Contract

CONTACT NAME _____ SPOUSE NAME _____
COMPANY NAME _____ SLIP NUMBER _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
CELL PHONE _____ HOME PHONE _____
EMAIL _____
BOAT NAME _____
YEAR _____ LENGTH (LOA) _____
MAKE/MODEL _____
REGISTRATION # _____
INSURANCE COMPANY _____
POLICY # _____
SIGNATURE _____ DATE _____

PAYMENT TERMS

WEEKLY RATE _____ (APPLIES TO PARTIAL WEEKS) TOTAL AMT DUE _____
RENTAL DATES _____ THROUGH _____

An additional fee of \$200.00 will be due if electric power is required at dock.

ELECTRIC AT DOCK: YES _____ NO _____

NAME ON CREDIT CARD _____
CREDIT CARD NUMBER _____
EXPIRATION DATE _____ CVC _____ BILLING ZIP CODE _____

***4% Processing Charge Will Apply to ALL Non-Check Payments**

Signature _____ Date _____

Slips must be vacated by end of rental term agreed upon above unless arrangements have been made with The Landing at Oceanport. Owners of boats left in the water after term date above who have not made prior arrangements may be hauled out at any point after term date at the boat owner's expense with daily storage continuing to accrue. Excess use of electric is subject to additional charges.

- Office Use Only -

DATE PAID _____ CHECK # _____ VISA OR M/C _____

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Contract Terms and Pricing

All outstanding accounts must be paid in full before the contract is accepted and space is occupied. All deposits and payments are nonrefundable. Acceptance of this contract does not guarantee any future storage rental availability. This contract is only for use of the vessel that is listed within. There will be no transference of slips at any time and subleasing of slips shall not be allowed. Any balances over 30 days past due will be charged a 1.5% per monthly service charge until paid in full. Any boats dry stored will not be launched until all bills have been paid in full.

The granting of storage hereunder is with a distinct and definite understanding, and the undersigned hereby agrees that The Landing at Oceanport assumes no responsibility whatsoever for personal injuries sustained by the undersigned, or any of the undersigned's guests on any part of the marina property, and assumes no responsibility for the safety of any vessel and/or trailer stored at the marina, and will not be liable for fire, theft, flood, windstorm, snow, ice or any other cause of damage to said vessel and/or trailer, its equipment, or any property in or on said vessel, however arising, reserving to The Landing at Oceanport the right to assume control and charge of any vessel and/or trailer for the protection of life and property in abnormal conditions or during catastrophes. Owner is responsible to prepare their own boat and/or trailer should any foul weather arise.

No insurance of any kind is carried by the marina on boats or equipment. Boat and/or trailer owners are required to have insurance on their vessel and/or trailer, and provide proof thereof, naming The Landing at Oceanport as additional insured.

All rental spaces will be assigned at the sole discretion of The Landing at Oceanport based on availability and best fit. In instances of a space preference, the customer will be charged according to overall vessel size that could occupy the space, regardless of the size of the actual vessel that is requesting the specific space.

The Landing at Oceanport reserves the right to relocate boats and/or trailers at its sole discretion. Rental areas may not be sublet or loaned. Any rental areas not occupied by a customer will revert back to the marina.

Boat and/or trailer owners will be held responsible for their conduct and that of their guests. In the event of a violation of any of the terms of this contract or any posted and/or attached rules and regulations, or laws, there will be no refund. Boat and/or trailer owners are responsible for any damage to the property of others caused by their boat and/or trailer or personal actions.

Competitive labor and/or paid workmen are not permitted on the property without written authorization from The Landing at Oceanport and must provide proof of insurance and sign-in at each visit. Boat and/or trailer owners are permitted to personally perform work on their own boats and/or trailers, provided they do so in accordance with paragraph five (5) in the attached rules and regulations.

In the event the boat owner is unavailable for the launching and/or hauling of the boat, The Landing at Oceanport and/or Jersey Shore Marine Group will facilitate the launch and/or haul but will assume no responsibility for any damage caused by said moving of boat and/or improper tie-ups. Boat owners are responsible to see that boat is properly tied in slip.

The undersigned agrees to hold The Landing at Oceanport harmless for services rendered by Jersey Shore Marine Group and its employees, as well as all Outside Contractors who may perform services on the undersigned's boat, when applicable.

The undersigned agrees to hold The Landing at Oceanport harmless for any legal costs or judgments associated with the personal injuries and/or losses to property referred to in this contract.

Signature _____ Date _____

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Rules and Regulations

1. To be admitted to The Landing at Oceanport, Inc. and to continue to be berthed and/or stored at this marina, a vessel must be registered, identified, marked, equipped and maintained as required by law; shall at all times be capable of moving from its slip under its own power; and shall at all times present a clean, well-maintained appearance. The marina shall have the right to inspect the vessel to determine whether these requirements are being met.
2. Tenants' vessels shall be secured in slips in a manner acceptable to the marina, or the marina, after notice to a tenant, will properly secure the vessel for the tenant, and will charge the tenant for the labor and materials for this work.
3. In the event of severe storm, marina personnel will attempt, if practical and possible, to provide preparation and damage-prevention service. However, the marina cannot assume responsibility for said protection, or for any damages to tenants' vessels, should such protection be inadequate.
4. Tenants are welcome to perform service work on their own vessels, provided, however:
 - a. That the work is actually performed by the owner, members of his or her family, or friends who are not working for compensation (Please see item 6 below);
 - b. That absolutely no paints, thinners, solvents, oils or similar materials, or any sawdust, sanding residue, paint scrapings or the like be spilled, dumped or discharged onto the lands or waters of the marina;
 - c. That tarps be placed under all vessels to collect the materials in (b) above, and that said tarps and materials be double-bagged and disposed of properly by tenants;
 - d. That anti-freeze, waste oil, paint cans, paint chips, batteries and any and all other hazardous waste materials be removed from the yard and disposed of properly by tenants (Dumpster disposal is prohibited);
 - e. That the repairs or service shall not involve prolonged or high-speed operation of a vessel's engines.
5. No "outside contractors," service organizations or individuals will be permitted to undertake any work on vessels in the marina until:
 - a. They have provided written authorization from the vessel's owner to enter the vessel and to perform the indicated work;
 - b. They have obtained permission from the marina management to perform such work;
 - c. They have scheduled and paid for use of a designated work slip, if required;
 - d. They have provided proof of insurance which is adequate to the marina management.
6. Use of electrical tools on or near the docks and piers or on boats in the water is strictly prohibited. Use of any open flame for purposes of paint stripping, shrink wrapping, etc. is strictly prohibited.
7. Displaying FOR SALE signs on boats and/or trailers while on the marina property is strictly prohibited, except for Broker's signs. The Landing at Oceanport takes no responsibility for persons boarding boats, either authorized, unauthorized, accompanied or unaccompanied by the broker and/or owner.
8. The marina reserves the right to tie other vessels in a tenant's assigned slip, and to charge therefore, when slip is not tenant-occupied. Boats leaving for an extended cruise will notify The Landing at Oceanport.
9. The laws of the State of New Jersey and the Clean Water Act of the U.S. Government specifically prohibit discharge or deposit of any rubbish, waste materials or refuse material of any kind, description into the waters of any river, stream, lake, pond or tidal waters. The marina will provide every assistance to the enforcement agencies to assure compliance therewith. Tenants and guests are expected to cooperate by using the marina's shoreside toilets and/or pump out, and by placing garbage and refuse in the receptacles provided by the marina. In-slip refueling is strictly prohibited.

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10. Cans and bottles shall be recycled in accordance with the local laws regarding same in the receptacles provided by the marina, and any and all other recyclable materials shall be taken home by tenants and guests of the marina and disposed of properly.
11. Noise shall be kept at a minimum at all times, and an 11:00 p.m. curfew shall be observed on all activities which may create noise offensive to others. Tenants shall use discretion in operating engines, generators, radios, TV's etc. Boisterous parties are not welcome.
12. Tenants shall not place supplies, materials, accessories or debris on the walkways, docks and piers, and shall not construct thereon any lockers, chests, cabinets or similar structures. No rugs, mats, or other fixtures shall be affixed to any docks. Water hoses and electric cords shall be neatly coiled and stowed. The marina reserves the right to confiscate hoses and electric cords which are not stowed. Dock boxes are not permitted. No alterations of any kind to any docks, pilings, piers or land areas are permitted.
13. Tenants and/or their guests are not permitted to stay overnight aboard their vessels while stored on land at the marina.
14. Live-aboards are strictly prohibited on land and in water.
15. Tenants are responsible for policing the area around their vessel daily, whether on land or in the water, leaving nothing under or around their vessel. If the marina must clean up around a vessel, the tenant will be charged the regular hourly labor rate for clean-up.
16. Tenants and guests are expected to conduct themselves in such a manner so as to create no annoyance, hazard or nuisance to the marina or to the other tenants and guests. In addition to the good housekeeping practices listed above, this rule specifically includes:
 - a. Swimming, diving or fishing from the marina docks and piers is not permitted;
 - b. No charcoal or open fires are permitted on any docks or vessels;
 - c. Dogs must be kept on a leash at all times, and owners must clean up after pets promptly;
 - d. Running, skateboarding, roller-skating, roller-blading, and use of bicycles is prohibited on docks and piers;
 - e. Cleaning of fish on docks and piers is not permitted (all fish remains must be bagged and disposed of in dumpster).
17. Tenants and guests shall use caution in traveling on Morris Place and River Street when entering and exiting the marina, keeping the safety and welfare of our neighbors in mind. No parking is permitted in these areas at any time:
 - a. Areas marked "Fire Lane";
 - b. In front of the lift or lift well;
 - c. In front of the dumpster;
 - d. In front of entrances to docks and piers.
18. Use of electric on docks and piers will incur an added fee as per the contract. The Landing at Oceanport reserves the right to disconnect any electric lines from pedestals and conduits that have not paid for such access. No electric lines will be allowed to run from land conduits down to docks. Fastening electric lines to docks, piers and gangways is strictly prohibited. Electric lines must not create a hazard to pedestrians on docks.
19. All hose lines in use on Docks A and B and any future plastic floating dock must be white in color as to not cause discoloration of said dock.

Signature _____ Date _____