

Surfside Marina
SLIP RENTAL AGREEMENT - SUMMER 2019

Contract Dates: (APRIL 1, 2019 – NOVEMBER 1, 2019)

Boat Owner Information: **E-mail:** _____

Boat Owner's Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Cell Phone: (_____) _____

Boats:

Summer Slip Rate (\$140.00 x LOA) = _____ PWC Summer Slip Rate (1000.00) = _____

Seasonal Slip Amount: \$ _____

Boat Name: _____ Make/Model: _____ Length: _____

Beam: _____ Mfg. Year: _____

Registration State/No.: _____ **2019 Year** or Port of Call: _____

Insurance Information:

Certificate of Insurance & Registration must be provided for each vessel (NO EXCEPTIONS)

Insurance Carrier: _____

Policy No.: _____ Policy Exp Date: _____

NOTE: Certificate of Insurance & Boat Registration Must be submitted **ON** or **BEFORE** April 1, 2019 for each Vessel before entering slip(s) at Surfside Marina.

Payment Options:

The Annual Slip Rental Amount May Be Paid Using One of the Following Payment Plans.

Please Initial Below:

_____ **FULL PAYMENT:** Payment due in full upon return of this signed contract.

_____ **50/50 OPTION:** You may spread your rental amount over course of this contract. You may pay one-half(1/2) of the annual rental amount by each of April 1st & July 1st. This will be automatically charged to the credit card on file when payment is due.

MAKE CHECKS PAYABLE AND REMIT TO: S&W Marine LLC1306 Ocean Ave Sea Bright, NJ 07760

*Slip Rental Fees May be Paid by Cash, Check, E-Check, Visa, MasterCard, or American Express

TERMS

Surfside Marina, a New Jersey corporation, hereinafter called "*Marina*" or "*we*", does hereby let to the undersigned boat owner, hereinafter called "*Owner*" or "*you*", one space for each boat as described above and which space shall be assigned by Marina in its discretion, subject to such rules and regulations as the Marina may make from time to time respecting the use thereof. It is understood by Owner that any reference to a boat or vessel herein, whether singular or plural, is applicable to each vessel moored at Marina.

- 1) **THIS AGREEMENT:** It is mutually understood that the charges are based on an annual, seasonal or monthly rental and that the rental fee for this space is payable in advance. The rental period will be for the stated dates for the type of contract selected. If this Agreement is terminated by the Marina due to Owner's breach of any term of this Agreement or a breach of the Marina's rules or regulations, whether by Owner or a guest of Owner, Owner will not be entitled to a return of any portion of the rental fee, regardless of whether or not the Marina relets Owner's slip. This will not be deemed a penalty or forfeiture, the parties agreeing that such unreturned rent is to compensate the Marina for the administrative and other costs associated with termination of this Agreement. By this reference, the rates and terms on Marina's 2017 Rate Card are hereby incorporated into this Agreement and will establish the rental amount for your slip as set forth on the 2017 Rate Card. If Owner's boat remains in the slip after the end of this Agreement's term (or earlier termination of this Agreement) and Owner does not renew this Agreement in writing or enter a new agreement for rental of that slip from the Marina prior

to the end of such rental year, Owner will be obligated to pay the Marina its daily transient rate for such slip from the end of this Agreement (or earlier termination) until a new agreement is entered or the boat is removed. If at any point during the term of this Agreement, owner is forty-five (45) or more days late with any payment to Marina, owner will be obligated to pay the Marina its daily transient rate retroactive to the original due date, and forward until the balance due is paid in full.

- 2) **MOORAGE RENTAL RATES:** are based on storage for the boat or boats described above. Any and all secondary auxiliary boats must have an assigned space subject to a storage charge for said space. This agreement is for the use of boat storage space only, and the right to use such storage space is not transferable. Owner's sale or replacement of the boat registered on this document does not constitute grounds for the termination of this Agreement. If Owner desires to transfer the slip to another boat owner, it must request the Marina's consent in writing. If the Marina consents, any new boat to occupy a slip may not be larger than the boat originally registered under this Agreement and the new boat's owner must enter a new slip rental agreement with the Marina (but the original Owner will not be relieved of its obligations hereunder).
- 3) **PERSONAL INJURY & PROPERTY LOSS:** The storage space is to be used at the sole risk of Owner. Owner, for himself or herself, heirs and assigns, hereby agrees to save the Marina harmless from any and all liability or damages for personal injury to himself or herself, family, employees, invitees, guests and agents arising out of, or in connection with, the condition or use of the Owner's boat, motor, and accessories, or the use of the Marina premises or facilities. The Owner, for himself or herself, heirs or assigns, hereby releases and agrees to indemnify and hold harmless the Marina from any and all liability for, or loss or damage to the above described property or the contents thereof, due to fire, theft, collision, windstorm, accident, or like causes. The Marina is not considered under this agreement as an insurer of the Owner's property. The Owner is responsible for and shall indemnify Marina for any and all loss or damage to the slip, dock or other Marina property (or property of third parties) caused by Owner, its guests or boat, such indemnity shall include Marina's costs and expenses (including reasonable attorneys' fees).
- 4) **OWNER'S LIABILITY:** The Owner shall be required to carry bodily injury and property damage liability insurance in an amount sufficient to cover any and all damage caused by, or in the proximity of, the Owner's vessel.
- 5) **ELECTRICAL SERVICE:** If electricity is supplied to the rental space: Any and all electrical lines, fixtures, accessories etc., which are connected directly or indirectly to Marina provided electrical supply must conform to current U.S. Coast Guard regulations and/or applicable state and local electrical codes as may pertain to marinas. 30-amp service requires 10-3 S.O. marine cable and 50-amp service requires 6-4 S.O. marine cable and connections. Service breakers must be turned OFF when the boat is unplugged or away from its slip space. Owners found to excessively abuse the electrical services may be charged an additional fee.
- 6) **ADDITIONAL UTILITIES:** (a) Fresh water service is available and is supplied at no charge to Owner. It is required that water be shut off when the boat is unoccupied. Owners found to abuse the Marina's fresh water supply may be billed for those abuses.
- 7) **ADDITIONS OR ALTERATIONS:** of a slip or walkway are expressly prohibited unless approved in writing by the Marina. In the event Marina approves an addition or alteration, said addition becomes the property of the Marina upon its installation. All unauthorized additions or alterations will be removed with the Owner being assessed for the removal.

SLIPS ARE FOR THE PRIVATE USE OF OWNERS:

- (a) Subleasing of slips, transfer of boats between slips or from one slip space to another, or leasing, renting or Chartering of boats or personal water craft, shall not be allowed except with written prior approval from the Marina.
- (b) The Marina may reassign, for any reason and in its discretion, the slip assigned to the Owner, to a slip of equal or greater size. If the Marina requests, Owner shall move Owner's boat to a new assigned slip.
- (c) BOATS OFFERED FOR SALE within the marina lease area must be registered with the Marina's broker. Those vessel Owners choosing not to list with the Marina's broker of record are prohibited from displaying signage promoting the sale of said boat. Solicitation of customers is also prohibited within the Marina lease area (see paragraph (f) section 10 under Harbor Rules and Regulations). Owners choosing not to list with the Marina's broker of record may advertise the sale of their vessel in print or other media not located within the Marina lease area. Prospective buyers responding to Owner promotion and seeking access to the boat must be accompanied personally by Owner and may not be accompanied by any person. Unless prior written approval is granted by the Marina Agents/Brokers and/or like Associations will be prohibited to operate within the Marina lease area. The rules set forth in this section apply to the promotion and sale of boats, additions, and accessories to include merchandise and or services.
- (d) Owner agrees that during any period the slip assigned to Owner is vacant, that the Marina may moor boats in such slip in Marina's ordinary course of business (e.g. during the process of moving boats, performing maintenance, etc.), but the slip will be returned to Owner's use upon the return of Owner's boat. Owner will not owe Marina for any electric used by the Marina at the slip and Marina will not owe Owner any rent or other sum for such use.

- 8) **EVENT OF EMERGENCY**: Owner agrees that in the case of emergency or maintenance work in the area of the slip space, the Marina may move the boat from said rented space to another slip within the marina.
- 9) **HARBOR RULES AND REGULATIONS**: Owner agrees to abide by the following general rules and regulations, and such additional rules and regulations as may hereafter be published and or posted by the Marina:
- (a) Maximum vehicle speed limit in parking areas is 5 mph and the Marina reserves the right to limit and govern parking within the Marina lease area.
 - (b) **Gasoline, motor boat fuel or flammable liquids may not be transferred from shore onto docks, slips, or boats unless done so by employees or agents of the Marina. Fuel or oil may not be discharged or bilged into the waters of the marina or onto its roadways or parking areas.**
 - (c) While occupying or cruising in the Marina lease area no garbage, refuse matter, sewage or waste material of any type may be thrown, discharged, deposited or allowed to fall from any boat, car or dock into the water or upon the shore, docks, slips, spaces or walkways. Nor will any dock, slip, walkway, or shore area be used as a storage space for any gear or equipment unless authorized by the Marina in writing. Refuse oil or flammable liquids must be deposited in receptacles provided for those purposes.
 - (d) The Owner is responsible for the conduct of any and all persons using, visiting, or occupying his or her boat while such persons are within the Marina lease area.
 - (e) Swimming, diving or bathing is prohibited within the waters of the Marina, except at such times and places as may be set apart for such purposes.
 - (f) Advertising or soliciting is not permitted on any boat within the marina. Likewise, the Marina lease area shall never be used by Owner for taking in or discharging persons for hire, rental of boats or for public or freight carrying of any kind.
 - (g) The wake created by all boats operated within the marina must not cause damage or discomfort to the boats berthed or their occupants (**SLOW NO WAKE**) A boat owner is responsible for any and all damage caused by the wake created by his or her boat.
 - (h) Noise will be kept at a minimum at all times. Owners and their guests shall use discretion in operating engines, generators, radios, stereos, televisions and other equipment, so as not to create a disturbance or nuisance. After the hour of **12:00 am** and before the hour of **8:00 a.m.** a state of general quiet shall prevail.
 - (i) Pets, are permitted if leashed and do not disturb or threaten other tenants. They may be toileted only on the land areas adjacent to the Marina, and away from public traffic or use areas. Owner is responsible for cleaning up after and properly disposing of his or her pet's waste in dumpster when toileted. Pets may not be tied to docks or walkways. Owner Takes full responsibility of pet.
 - (j) All vessels must be equipped with proper lines approved by Surfside Marina, in the event that lines are deemed unsatisfactory the marina will, at owners expense, remove and replace the lines.
 - (k) Due to insurance regulations only Surfside Marina personnel will perform exterior maintenance of any kind below the gunwale. Also, no oil or other fluids may be changed on the Marina property.
 - (l) Vendors are not permitted to conduct business or provide services in the Marina's lease area unless such vendors are approved by the Marina and placed on the Marina's list of approved vendors. Owners may contact Marina management to determine if a vendor is approved. All such vendors on the Marina's approved list must provide the Marina with copy of required proof of insurance with evidence of satisfactory insurance that names the Marina as an additional insured. No boat shall be repaired or constructed within the Marina lease area unless in case of an emergency, when special permission must be obtained.
 - (m) Long-term trailer parking is prohibited on Marina property. Trailers left on marina property are subject to removal at any time if deemed necessary by marina staff (and charged accordingly. Marina is not responsible for any trailers left on the property.
 - (n) All vessels shall be properly maintained mechanically, and kept in a clean and orderly condition insofar as the Exterior appearance is concerned. Marina reserves the right to, at its sole discretion, enter upon and repair or clean any vessel exhibiting conditions inconsistent with this provision at Owner's expense.
- Notwithstanding anything continued herein, in the event that the condition of a vessel is such that there is an immediate danger to the public safety, navigation, or the environment, the lesser may correct said condition by removing the vessel by any means the Management deems appropriate. The Owner of the vessel shall be responsible for all costs associated with said corrections. Lessee must maintain his/her vessel in a state of readiness for movement in case of fire or evacuation. Lessee will notify Marina if propulsion machinery is inoperative and will remain so for more than 48 hours and will advise of action being taken to restore machinery to operable condition. In an emergency, Marina reserves the right, but not the responsibility, to take action as necessary and prudent to safeguard Lessee's vessel and situation to include charges for Marina staff and

materials and/or the costs of hiring a contractor to move or remove the vessel and make any repairs required to make the vessel safe and free from defects which may endanger life, property, or natural environment.

- 10) **SECURITY INTEREST FOR UNPAID AMOUNTS:** The vessel owner agrees that all charges accruing under the terms of this agreement shall constitute a valid lien, Surfside Marina may retain possession of said vessel until all charges are fully paid, or upon 10 days' notice to the vessel owner, may proceed with action as may be necessary to enforce payment of all charges due including the cost of collection proceedings.

COLLECTION COST: If a breach in this agreement occurs, Owner agrees to pay to Marina its attorney's fees, court cost, and all other expenses incurred in collecting, or attempting to collect payment, in accordance with the laws of the State of New Jersey.

- 11) **SEVERABILITY:** If any provision of this Agreement or the application of this Agreement is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions or applications; and to this end, the provisions of this Agreement of the State of New Jersey.
- 12) **REMEDIES:** Should a breach of this Agreement or violation of posted rules and regulations occur (which breach or violation shall be determined in the sole discretion of the Marina), the Marina may: 1) immediately convert the Owner's payment schedule to the daily transient rate and/or 2) terminate this agreement by written notice to Owner at the address shown on this document. Said termination shall become effective 15 days after such notice is given. Within such 15 days Owner shall pay all sums due to the Marina and remove the boat and all personal property from the premises. Should Owner fail to remove the boat, Marina may remove the boat from the docking space, at Owner's risk and expense, retake the docking space, and/or thereafter sell such boat and all items therein or thereon and apply the proceeds to the amounts due. Marina may, in lieu of or in addition to terminating this Agreement, notify the Owner of a breach or violation and remove a boat from its slip and prohibit access to the boat until the Owner pays all amounts owed to Marina and provides a reasonable means of removal of the boat from the Marina. Owner hereby agrees to pay Marina for any and all cost and expense, including attorneys' fees, in enforcing its rights under this Agreement. The Owner agrees that upon removal of the boat from the rental space, the Marina shall be and become involuntary depositary with only the duties and responsibilities provided by law there under. The Marina may, at its discretion, invoke federal admiralty law and arrest the boat as permitted by federal statute.
- 13) **CASUALTY EVENTS:** If the dock or slip to which Owner's boat is assigned is destroyed by fire, lightning, windstorm or other reason, the Marina will diligently work to repair or restore the destroyed dock or slip as soon as practicable. However, during the period in which the dock or slip is damaged or unavailable, the term of this Agreement will continue, rent shall not abate during such period and Owner will not be entitled to a refund under this Agreement.
- 14) **COVENANTS BINDING ON SUCCESSORS.** The covenants, conditions, and provisions contained in the Slip Rental Agreement are binding upon and shall inure to the benefit of the respective Parties thereto, their heirs, administrators, executors, successors, and assigns, including any party that may subsequently purchase the Marina. Whenever used in the Slip Rental Agreement, the word "Marina" shall be deemed to mean the Marina, its successors, its assigns, and any party that may subsequently purchase the Marina.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth beside each party's name.

MARINA:
SURFSIDE MARINA, INCORPORATED

BOAT OWNER: *Signature Required*

X

(Signature, Boat Owner's)

DATE: