Englewood Marina, LLC

650 E Palisade Ave., Suite 2-129 Englewood Cliffs, NJ 07632 201-518-6954

EnglewoodMarinaLLC@Gmail.com

Summer 2024 Contract Agreement and Regulations

**All contracts must be returned with a credit card number to reserve the slip

Customer #		Sli _l	0#		
Vessel Name:		Make:			
Owners Name:		Cell Phone:			
Address:					
E-Mail:					
Credit Card #:		Expiry:	CCV:		
Note: Copies of registration, insurance, and driver license must be attached to this contract.					
Dockage Fee:	Length	Rate: \$115.00 a foot =	\$		

This Contract Agreement ("Agreement") is made between Englewood Marina, LLC, a New Jersey Limited Liability Company (hereinafter called the "Lessor"), and the boat owner (hereinafter called the "Lessee") whose name and signature appear on the bottom of this Contract.

The Lessor is the owner of the Englewood Boat Basin Marina located in Englewood Cliffs, New Jersey (hereinafter the "Marina") and Lessee seeks to lease a boat slip, as identified above, at the Marina from the Lessor. All Contracts must be received by Lessor with payment by March 15, 2024 in order for Lessee to reserve the slip.

The Lessor and the Lessee agree to the following conditions:

1. All slip rentals on floating docks are based upon the length of the boat or dock, whichever is greater.

- 2. Summer season is from May 15th to October 15th, 2024. Any boat occupying a slip before or after said season (other than a boat that is being stored for winter at the Marina), must be removed from Marina. Any boat remaining at the Marina after October 15, 2024, will incur a daily charge of \$50.00. Boats staying for winter storage will be-hauled out of water at Marina's management discretion starting on October 16, 2024.
- 3. Lessor shall not be responsible for any loss, damage, destruction or other injury to Lessee's boat or any of Lessee's property that is left on the boat at the Marina.

 Additionally, Lessor, at Lessor's sole discretion, shall have the right to remove Lessee's boat from Marina after October 15, 2024, if such boat is not being stored at the Marina. Lessee shall remain responsible for the daily charge as set forth in paragraph no. 2 as well as any cost incurred by Lessor in the removal of such boat from Marina.

 Lessor shall not be responsible for any loss or damage to the boat or to any of Lessee's personal property as a result of Lessor removing the boat from Marina.
- 4. Should any boat be sold during the season, the Lessee shall notify the Lessor of the sale and Lessee shall relinquish all rights to said slip. Lessor has the right to re-lease the slip at its convenience to a new tenant of its choosing. This Agreement and the Slips are non-transferable. No other boat (including others owned by the Lessee) may occupy the slip unless written consent is received from the Lessor. In addition, no exchange of slips between lessees is permitted. Once the lessee commits to the slip rental, the contract is binding. The slip rental payment is nonrefundable even if the lessee sells His/Her boat at any time during the summer season between May 15 and October 15, 2024.
- 5. Lessee agrees to provide proof of ownership i.e.: current registration and proof of insurance of the boat that will occupy the slip. Failure to furnish said proofs shall give the Lessor the option to cancel or refuse to renew this Agreement.
- 6. Lessee shall advise the office of Marina for a time of non-occupying of the slip more than 48 hrs. Any slip not occupied may be rented temporarily by Lessor on a day-to-day basis. Lessee's slip will be for re-occupancy after Lessee provides Lessor with 24 hrs. notice of Lessee's intent for re-occupancy the slip. There shall be no credits due Lessee for any period of non-use.
 - Lessor has the right to relocate the Lessee's leased boat slip if circumstances arise to do so, then the Lessee shall be notified prior to the move.
- 7. Lessee shall not make any additions or changes of any kind to the slip, catwalk, handrail or deck at the Marina. These areas must be always kept clear and open. Any damage to slips, decks, walkways, etc. caused by Lessee or any of Lessee's invitees, guests, friends, or acquaintances will be repaired by Lessor and the entire cost shall be the responsibility of the Lessee.

- 8. No alterations or changes of any kind are permitted to the floating docks. No screws, nails, cleat's, fenders or hose brackets are to be installed without the written consent of the Marina. No dock boxes are allowed.
- 9. Lessor's responsibility is limited only to lease the slips to boaters. It is Lessee's sole responsibility to properly and securely tie His/Her boat to the dock. Lessee is responsible to maintain all boat pumps and systems in good working order to properly remain afloat at all times. Lessor may, at its discretion, arrange for the removal of any boat which it determines to be unsafe or in sinking condition.

 All charges for removal and hauling are the responsibility of the Lessee.
- 10. Vessel dinghies must be kept within the confines of the lessee's slip. No storage of any kind is permitted on the walkways or decks.
- 11. All trash must be placed in proper receptacles with glass and aluminum separated for recycling. Larger objects unable to fit in trash containers must be disposed of by their owner off park and Marina property.
- 12. Lessee shall not dispose of any hazardous material, including without limitation, oil filter, motor oil, batteries and the like in garbage receptacles at the Marina. Lessee is fully responsible for any damages or claims or Marina's Business Interruption arising from operation of the boat including but not limited to the liability of environmental cleanup for accidental oil or fuel spill.
 - Lessee is strictly prohibited from releasing any sewage into the Marina. If Lessee or its invitees, guests, friends, or acquaintances are observed or found to violate this paragraph, then Lessee shall be responsible for the cost of any clean up, as well as any fines pursuant to New Jersey Law.
- 13. Lessee is prohibited from fishing or crabbing from any part of the Marina.
- 14. Fuel tanks may be filled at the gas dock only. Draining, cleaning, and/or removal of fuel tanks and the use of gasoline or other flammable solvents as a cleaning agent is prohibited in the Marina. No gas cans are permitted to be brought into or transported through the Marina for fueling of boats or for any other purpose.
- 15. Lessee is prohibited from having an open fire, including gas grills and fire pits, on board a boat while at Marina, or on a catwalk, or on the docks.
- 16. Smoking is strictly prohibited at the gas dock and or in close proximity to the fuel pumps as well as the Marina office area.

- 17. The Fuel dock is primarily for the sale of marine fuel. Lessee shall not pick-up/drop-off any passengers without prior written consent of the Lessor, which consent may be withheld by the Lessor in Lessor's sole discretion.
- 18. Due to Insurance regulations, Lessee is prohibited from making any alterations or repairs to its boat in the Marina, other than those alterations and repairs performed by the service department of Palisade Marine Service, LLC.
- 19. No alterations or repairs of vessels may be undertaken in the Marina. This includes without limitation sanding, scraping, painting. All materials used for cleaning exterior surfaces must be biodegradable.
- 20. Lessee shall not utilize an outside services contractor unless prior to commencing work, Lessee submits to Lessor a certificate of general liability insurance for no less than Two Million Dollars (\$2,000,000) and names the Marina as an additional insured.
- 21. Speed Limit in the Marina is 5 MPH. The mouth of the Marina and all fairways are a "No Wake Zone".
- 22. Parking lot car decals and Hang Tags are non-transferable between vehicles. Decals and Hang Tags must be visible at all times. Vehicles without decals must pay the established parking fee to the Palisades Interstate Park Commission. Receipts, old decals, yacht club stickers/ID cards will not be accepted in lieu of a current and up to Date decals or Hang Tags.
- 23. Lessee is responsible to make sure that Guest ID cards are displayed by vehicles without Decals or Hang Tags. Should Lessee or any of its invitees, guests, friends, or acquaintances remain in the park after hours, then Lessee is responsible to alert the park police that the vehicle(s) which remain, belong with/to boat owner. Vehicles without a guest pass are subject to summonses by the Palisades Interstate Park Police.
 - Additional guidelines with regards to receiving Hang Tags for boat owners' vehicles and designated parking areas for boat owners will be circulated upon receiving the same from Palisade Interstate Park Commission.
- 24. Lessee and/or the boat owner agrees to hold harmless and indemnify Lessor for any injuries, including death, damages, and/or claims to the Lessee/boat owner, member of the Lessee/boat owner's family, guests, visitors, and/or invitees that occur at the Marina or within the boundaries of the Marina or Lessor's property, including where such injuries, including death, damages, and/or claims arise from Lessor's negligence, unless caused by

the gross negligence of the Lessor. The Lessee/boat owner assumes responsibility and all risk for those persons who enter the Lessor's property. The Lessee/boat owner has the responsibility to immediately notify Lessor of any conditions deemed dangerous at the Marina.

- 25. Lessee is prohibited from operating any type of commercial business at the Marina without the written consent of the Marina management.
- 26. Pets must be on a leash on the dock and within the Marina areas and the owner must pick up after their pet.
- 27. Lessee shall not permit wave runners or other such watercraft to dock in Marina without prior written consent of the Lessor.
- 28. One Marina Gate Key will be given to new boat slip renters upon executing the seasonal boat slip contract. Returning boat slip renters can use the same key that was given to them in previous years.

There will be a \$20 nonrefundable fee for any additional key requested by Lessees/boat owners.

This Agreement shall be in effect for the duration of Lessee's use of the slip and dock for the 2024 season. By signing this Agreement Lessee agrees to abide by the Marina's regulations, and the State Of New Jersey Regulations. Failure to comply with said regulations and laws will be cause for cancellation of the Agreement, forfeiture of all fees paid, and removal of the boat from the Marina.

**In order to reserve the Boat Rental Slip, a signed Credit Card Authorization Form or check payable to Englewood Marina, LLC must be accompanied with this contract.

In witness whereof, Lessor has caused these preser representative and the Lessee has hereon set his hand and	
representative and the lessee has hereon set his hand an	a scar on this date
Englewood Marina LLC	Laccaa/Owner

Please either email back with credit card information to **EnglewoodMarinaLLC@Gmail.com** or send this original document along with requested documents and payment to **Englewood Marina, LLC, 650 E. Palisade Ave #2-129 Englewood Cliffs, NJ 07632.**

Keep a copy for your files.

- *The Agreement is subject to receive the following from Lessee and be reviewed and accepted by Lessor:
- a.) Receiving the filled and signed copy of the Agreement. (Via DocuSign or Actual Printed/PDF emailed copy).
- b.) Receiving Lessee's vessel insurance requirement.
- c.) Receiving a copy of the Lessee's current registration of the vessel.
- d.) Receiving full payment for contract (credit card authorization form or check or pay cash in person).

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Tel: 201-518-6954

E-Mail: EnglewoodMarinaLLC@Gmail.com

Credit Card Authorization Form

Boat Owner's Name:		Cell Phon	e:
E-Mail:			
Circle One: Visa	Mastercard	Discover	AmEx
Credit Card Number:			
Expiration Date:	-		
Security Code:			
Billing Zip Code:			
Signature:			