Englewood Marina, LLC

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

EnglewoodMarinaLLC@Gmail.com

Summer 2025 Contract Agreement and Regulations

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

Customer #			Slip #
Vessel Name:		Make:	
Owners Name:		Cell Phone:_	
Address:			
E-Mail:			
Credit Card #:		Expiry:	CCV:
Note: Copies of \	•	surance, and driver license on this contract.	of Owner must be attached
Dockage F	ee: \$	Length	
Ple	ease select one:		
	_Year-Round Premier I the Summer Season.	Member - staying for winter s	storage: \$115.00 per foot
	_ Seasonal Member - no mmer Season.	ot staying for winter storage:	\$120.00 per foot for the

^{**} Premier Members shall benefit from certain promotional coupons during their stay.

^{**} Any Premier Member who decides not to stay for Winter Storage, shall lose any received credit and discounts, reversal of the same shall be charged to the credit card on file.

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 operator of the Englewood Boat Basin Marina located in Englewood Cliffs, New Jersey (hereinafter the "Marina"). Lessee seeks to lease from Lessor boat slip no. _____, as identified on the first page of this Agreement, at the Marina for the 2025 boating season. All signed Agreements must be received by Lessor with payment by March 15, 2025 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 1st to October 15th, 2025. 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 the Marina. Any boat remaining at the Marina after October 15, 2025, will incur a daily charge of \$50.00 per day. Boats staying for winter storage will be-hauled out of the water at the Marina management's discretion starting on October 16, 2025.
- 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, while the boat is located at the Marina.

Additionally, Lessor, at Lessor's sole discretion, shall have the right to remove Lessee's boat from Marina after October 15, 2025, 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 the Lessor in the removal of such a 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. Lessor shall be entitled to file a UCC or other lien against the boat for the payment of the changes set forth above.

4. This Agreement and the Slips are non-transferable, and may not be assigned except by the express written consent of Lessor, which consent is at Lessor's sole discretion. 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. No other boat (including others owned by

Lessee) may occupy the slip unless written consent is received from Lessor, which consent is at Lessor's sole discretion. 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 the boat at any time after the Agreement is signed and October 15, 2025.

- 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 registration and a certificate of insurance (naming the Lessor and its officers, members, employees, and representatives must be named as an additional insured on a primary and noncontributory basis) shall give the Lessor the option to cancel or refuse to renew this Agreement. Lessor shall also have the right to refuse to launch Lessee's boat until the documents set forth herein are provided.
- 6. Lessee shall advise the Marina office when the slip will be vacant for more than 48 hrs. Any slip not occupied may be rented temporarily by Lessor on a day-to-day basis. Lessee shall provide Lessor with 24 hour written notice of Lessee's intent to re-occupy the slip. There shall be no credits due Lessee for any period of non-use.
- 7. Lessor has the right to move Lessee to a different slip if circumstances require. Lessee shall be provided 24 hour written notice prior to the move.
- 8. Lessee shall not make any additions, alterations, or changes of any kind to the slip, catwalk, handrail, or deck at the Marina. These areas must be always kept clear, open, and free of any obstructions or trip hazards. Any damage to slips, decks, walkways, or any other marina property 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. Lessor shall provide Lessee with a written invoice for the cost of such repairs and Lessee shall have fourteen (14) days to remit payment to Lessor of such cost of repairs. Should Lessee fail to remit payment, then Lessor shall be entitled to all remedies available to it, including filing a UCC or lien against Lessee's boat.
- 9. 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, unless arranged with the marina office. Hose and reel must be uniform, and may be purchased through the marina office. Lessee shall notify the marina office if Lessee sees or becomes aware of repairs needed to the floating dock.
- 10. Lessor's responsibility is limited only to lease the slips to boaters. Lessor is not responsible for securing Lessee's boat to the dock, nor is Lessor responsible for any of the contents of Lessee's boat. It is Lessee's sole responsibility to properly and securely tie Lessee's boat to the dock. Lessee is responsible to maintain all boat pumps and systems in good working

order for the boat 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.

- 11. 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.
- 12. There are a limited number of storage bins available to rent for the season (small bins \$75, large bins \$100). Contact marina office for further information.
- 13. All trash must be placed in proper receptacles provided by the marina, with glass and aluminum separated for recycling. Larger objects unable to fit in trash containers must be disposed of by Lessee off park and Marina property. Failure to comply with this provision could subject Lessee to a penalty of \$100 per occurrence.
- 14. 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. If Lessee violates this provision, the Lessee is strictly liable for any damages, claims, fines, penalties, clean up costs, including but not limited to the liability, costs, fines, and penalties for environmental cleanup of an 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 damages, claims, clean up costs, as well as any fines and penalties pursuant to New Jersey Law.

- 15. Lessee is prohibited from fishing or crabbing from any part of the Marina.
- 16. 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 strictly 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.
- 17. Lessee is prohibited from having an open fire (including but not limited to gas grills and fire pits) anywhere in the marina, including on the dock, catwalk, or aboard any vessel located at the marina.
- 18. Smoking is strictly prohibited in the marina office area and at the gas dock and/or in close proximity to the fuel pumps.
- 19. The Fuel dock is primarily for the sale of marine fuel and shall not be used for pick-up/drop-off of any passengers without prior written consent of the Lessor, whose consent

may be withheld in Lessor's sole discretion.

- 20. Due to Insurance requirements, Lessee is prohibited from making any alterations or repairs to Lessee's boat, or any other vessel, in the Marina. This includes without limitation sanding, scraping, or painting. All repairs at the marina can only be performed by the service department of Palisade Marine Service, LLC. Failure to comply with this provision may subject the Lessee to a penalty of \$500 at Lessor's discretion.
- 21. Lessee may clean exterior surfaces of Lessee's boat while at the marina. All materials used for cleaning exterior surfaces must be biodegradable. Failure to comply with this provision may subject the Lessee to a penalty of \$500 at Lessor's discretion.
- 22. 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 workers compensation insurance in statutory limits. The marina and the Palisade Interstate Park Commission and each of their respective officers, members, commissioners, employees, and representatives must be named as an additional insured on the contractor's general liability policy on a primary and noncontributory basis.
- 23. Speed Limit in the Marina is 5 MPH. The mouth of the Marina and all fairways are a "No Wake Zone".
- 24. 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.
- 25. 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 the 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. Lessee and its guests, invitees, family, friend, and acquaintances are responsible for complying with all rules and regulations of the Palisade Interstate Park Commission concerning parking of vehicles on marina and park property. Lessor shall not be responsible for any violations issued by the Palisade Interstate Park Commission for failure to follow such rules and regulations.

26. To the fullest extent permitted by law, Lessee shall indemnify, defend and hold harmless Lessor and the Palisade Interstate Park Commission and each of their affiliates, members, commissioners, employees, agents and representatives from and against liabilities, claims, damages, losses, including but not limited to economic losses, demands, penalties, fines, judgments, actions and expenses, including but not limited to attorneys' fees, legal costs and legal expenses, (including those brought by or related to the Lessee's family, guests, invitees, visitors) where such liability, claim, damage, loss, demand, judgement, action or expense or penalty or fine that occur at the marina, within the boundaries of the marina, or on park property and, for each of the preceding, regardless of whether or not such liability, claim, damage, loss, demand, penalty, fine, action or expense is caused or alleged to have been caused in part by Lessor, unless caused by the gross negligence of the Lessor.

The amount and type of insurance coverage requirements set forth in this Agreement shall in no way be construed as limiting the scope of the indemnity of this section.

This Section shall survive the termination of this Contract.

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.

- 27. Lessee is prohibited from operating any type of commercial business at the Marina without the written consent of the Marina management.
- 28. Pets must be on a leash on the dock and within the Marina areas and the owner must pick up after their pet.
- 29. Lessee shall not permit wave runners or other such watercraft to dock in Marina without prior written consent of the Lessor.
- 30. 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.
- 31. Should Lessee fail to pay Lessor any amounts owed as set forth in this Agreement more than thirty (30) days after such payment is due, then two percent (2%) interest per month shall accrue on any past due amount owed.

32.	Training	of	how	to	use	the	park	entrance	gate	is	available	upon	request	(highly
	recomme	end	ed foi	r ne	w bo	aters	s).							

This Agreement shall be in effect for the duration of Lessee's use of the slip and dock for the 2025 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	nts to be signed by an authorized
representative and the Lessee has hereon set his hand an	d seal on this date:
Englewood Marina, LLC	Lessee/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 Pho	ne:
E-Mail:			-
Circle One: Visa	Mastercard	Discover	AmEx
Credit Card Number:			_
Expiration Date:			
Security Code:			
Billing Zip Code:			
Signature:			