

Lanoka Harbor Marina

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AGREEMENT FOR BOAT/TRAILER LAND STORAGE

PERIOD OF AGREEMENT: **Winter** _____ October 1, 20____ to April 30, 20____

Summer _____ May 1, 20____ to Sep. 30, 20____

Date: _____ CONTRACT # _____ LOCATION: _____

Owner: Name(s) _____

Mailing Address _____

Other Address _____

Cell Phone _____ Home Phone _____ Other _____

Email Address _____

Boat Manufacturer _____ Model _____ Length _____

Amount: \$ _____

Tax: \$ _____

Total: \$ _____

Additional terms/notes: _____

Payment: \$ _____

Payment: \$ _____

Payment: \$ _____

Owner acknowledges that he has read, understands and voluntarily executes this 2 page agreement and hereby acknowledges receipt of a complete copy of this agreement.

Customer Signature

Date

1. When a boat enters the Lanoka Harbor Marina property, it immediately comes under the general jurisdiction of the management. A contract must be signed by the owner of the boat.
2. The marina at it's option, may terminate this agreement at any time, if in its sole judgment the owner does not adhere to the rule and regulations of the marina or conducts himself in a manner detrimental to the marina or other yacht owners. Upon termination for any reason or expiration of this agreement, Boat owner shall remove the vessel from marina property within two (2) days notice.
3. The use of outside contractors and personnel other that the owner is forbidden without prior written permission. Repairs must be done from 8 to 5 in an assigned area. The owner warrants that their outside contractor(s) has insurance coverage of the type and amount required by the marina. Owners requesting permission to bring in contractors agree to accept full responsibility. The boat owner agrees to indemnify and hold harmless, Lanoka Harbor Marina, its officers, its managers, agents and employees from any and all claims that may arise from their workers actions.
4. Indemnification-Owner agrees to defend, indemnify and hold harmless Lanoka Harbor Marina and its officers, its managers, agents and assigns for any and all claims, damages, losses, demands, causes of actions or liabilities of any kind, including attorneys fees, for personal injuries, including death, damage to property arising out of the use by Owner (including boat owner's family, employees, agents, guests or invitees including business invitees) of the vessel, or the storage/ mooring of the vessel by boat owner.
5. Lanoka Harbor Marina shall not be responsible for or have any liability whatsoever for any loss, damage, personal injury or loss of life or property within the control of Lanoka Harbor Marina, its employees or its agents in connection with 1) the company's premises or the use of its storage space; 2) the Owner's vessel, motor, accessories, including dock box, fenders, tools and associated equipment; any loss due to fire, theft, vandalism, collision or acts of God such as; windstorm, rain, tornado or any other casualty loss. The boat owner is responsible for carrying adequate insurance on the vessel to cover damage that the vessel may do to property belonging to Lanoka Harbor Marina and/or to other vessels and/or property of others. Owner must maintain insurance to protect from liability, theft, pilferage, fire, wind, snow, vandalism, high water and/ or other losses Lanoka Harbor Marina reserves the right to demand proof of insurance.
6. The vessels winterization, drain plug removal, decommissioning and other preventative measures are the boat owner's responsibility. The marina reserves the right to store and move boats in a beneficial manner.
7. Winter storage ends April 30, Summer storage ends September 30. Overtime storage rate is \$20 per day, unless other arrangements have been made in advance. Boat will be deemed abandoned after three months of nonpayment and title may be applied for at the owner's expense, without notice.
8. This agreement is non-transferable and non-refundable. If the owner sells the boat, all rights of storage are forfeited.
9. The owner agrees that all charges accruing under the terms of the agreement, work orders and sales activities shall constitute a valid lien upon the boat and the Lanoka Harbor Marina may retain possession of said boat until all charges are fully paid.
10. All sails, personal and accessory articles and equipment must be removed before storage. Lanoka Harbor Marina requires that all electronics, personal property, dock lines, canvas, power cords, alcohol, valuables, etc. be removed. The marina is not responsible for any property left on the boat. Electric heaters are not allowed on boats. All holding tanks, porta-potties, and self-contained heads are the boat Owner's responsibility and MUST be emptied prior to storage.
11. Disposal of shrink wrap, outside garbage, paint cans, oil and related hazardous materials in dumpsters is strictly forbidden. Owner must properly dispose of these materials off site.
12. In the event of legal litigation, all attorney fees are the responsibility of the Owner. Legal proceedings will be conducted in Ocean County, NJ.
13. The Lanoka Harbor Marina assumes no responsibility for timely or effective repairs by anyone it authorizes to work in the marina.
14. All balances are payable on demand. Outstanding balance will be charged a 2% per month fee.
15. Severability. If any clause of provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any application law, it shall no affect the validity of any other clause of provision, which shall remain in full force and effect.
16. Waiver. The failure to enforce any of the provisions of the lease shall not be considered a waiver of the provision of the right of the Lanoka Harbor Marina to hereafter enforce the provision.