



M A R I N A

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Slip # _____ Make _____
Owner _____ Length Overall _____
Address _____ Year _____ Model _____
_____ Boat Name _____ Reg# _____
Cell # _____ TOTAL \$ _____
Home # _____ Deposit \$ _____
E-mail _____ Balance Due \$ _____

SLIP LICENSE AGREEMENT, RULES AND REGULATIONS

By signing below, The Owner certifies that he/she has examined the space in which the listed boat is to be placed and finds it suitable and acceptable for use. The Owner further understands that it is his/her responsibility to read and abide by the rules and regulations listed on pages herein (front and back).

Signature _____ Date _____

Lanoka Harbor Marina, Inc. herein referred to as "Marina" hereby licenses to Owner, the slip and/or other items, on the terms and conditions hereinafter set forth.

For the purposes of this agreement, the term "Owner" shall include the actual registered owner of the boat, family members, guests, invitees, outside labor, agents or other persons using the boat. Where there is more than one Owner, the obligations of each under this Agreement shall be joint and several.

When a boat enters the Lanoka Harbor Marina, Inc. property, it immediately comes under the general jurisdiction of the management. A contract must be signed by the Owner of every boat. Marina reserves the right to refuse moorage to a customer based on the appearance and condition of the boat.

1. The Marina reserves the right to assign slip according to boat length and beam. Boats are measured by their overall length which includes swim platforms, motors, pulpit, and any other appendage extending from boat. Slip selection is entirely the decision of the Marina, although all efforts will be made to accommodate the specific desires of the Owner.

2. Slips are licensed for the boating season listed in this contract. Season is from April 1st through September 30. All payments must be made before boat can enter or exit the water. Payment schedule is to be 25% upon signing and/or before December 1st, 25% due February 1st, 25% due March 1st, 25% due April 1st. The Marina will consider all accounts over 30 days past due. Late finance charge of 2 % per month (24% per annum) will be incurred. Boats remaining in water after October 1st will be billed on a daily transient basis. In the event that it becomes necessary by the management to expend any sums of money for collection of monies owed, the Owner shall pay all such costs of collection, including but not limited to reasonable attorney fees, court costs, and other professional fees.

3. This agreement is for the use of pier space only in its "as is condition" and such space is to be used at the sole risk of Owner. Marina makes no warranty of any kind as to the condition of the docks, piers, walks, wharfs, gangways or mooring gear and equipment, nor shall Marina be liable for injuries to the person or property Owner, his family members, guests, agents, or invitees from any cause or circumstance. It is the sole responsibility of the Owner to secure their boat to pilings and piers and must be secured as to not cause damage to surrounding property. In the event of a storm or other natural disaster, Marina requires all Owners to add additional lines needed to secure their boat sufficient to weather the storm. Marina shall not be liable for the care or protection of the boat, her gear, equipment or contents, or any loss of damage of whatever kind or nature to the boat, her gear, equipment or contents, howsoever occasioned.

4. Marina shall not be liable or responsible for any property damage or loss (including environmental) of any kind, to any person including the Owner, Owner's family members, guests, agents or invitees, whether caused by the negligence of or the acts or omission of the marina, its managers, its owners, its officers and/or employees, or any cause whatsoever. Marina does not assume any responsibility for fire, theft, or damage incurred by vandalism, riot, civil disorder, Act of God (including but not limited to damage caused by storms), or any other reason; to any boat or other personal property within the limits of the marina boundaries in the water or on land.

5. It is understood that the Owner is responsible for carrying adequate liability insurance on the boat to cover damage that the boat may do to property belonging to the Marina and/or other slip customers. Marina reserves the right to demand proof of insurance and proof of state registration. Owner waives any right or claim against Marina for damage sustained by Owner which is covered under Owner's insurance policy and Owner shall use its insurance carriers to waive their respective rights of subrogation with respect to the same, and to so notify Marina.

6. Owner hereby releases and agrees to defend, indemnify and hold harmless the marina, its managers, agents, owners, officers and employees for any and all claims, damages, environmental damages, losses, demands, causes of actions or liability of any kind, including attorney fees, for personal injuries including death, damage to property arising out of the maintenance and use by the Owner of the boat, use of the marina facilities by Owner, or the mooring of the boat by Owner.

7. The Owner shall abide by the rules and regulations now and hereafter in force as promulgated by the Marina, and updated at interval as posted at the Marina office. Marina reserves the right to amend, alter and/or update the terms of this license agreement at any time. Owner shall be responsible for guests and ensure they abide by the same rules. The Owner shall not create or permit any disturbance or nuisance that unreasonably interferes, in the judgement of the Marina, with the safe and efficient use of its facilities or the ability of other users to use and enjoy the facilities. Failure to abide by these rules and regulations may result in immediate expulsion from the Marina and all monies paid to Marina shall be forfeited.

8. Boat owners are permitted to work on their own boat (s). No Sanding, scraping, or any type of painting of boat or gear on finger piers, docks and/or near water. The use of outside contractors is forbidden without prior written permission and must register with Marina office. Repairs must be done from 800am to 4:30pm in assigned area. The Owner warrants that their outside contractor(s) has insurance coverage the type of amount required by the marina and outside contractor must provide an insurance certificate with liability coverage and Workmen's compensation coverage. Contractors not complying will not be permitted to work in the yard. Owners requesting permission to bring in contractors agree to accept full responsibility. The owner

agrees to indemnify and hold harmless the Marina, its officers, owners, managers, agents, and employees from any all claims that may arise from their outside contractor (s), actions. The Marina assumes no responsibility for timely or effective repairs and quality of work performed by anyone it authorized to work in the marina.

9. The Marina shall have the absolute right to assign this license agreement to a third party provide that the third party shall assume the Marina's obligations and upon such assignment, the Marina shall be released from any further obligations to the Owner and the Owner shall look solely to the assignee.

10. This contract may not be assigned by the Owner and the property licensed hereunder may not be assigned. If the boat is sold, this agreement is automatically terminated and the same provisions for removal apply as outlined herein, unless a new license agreement has been agreed to, signed and paid in full by the new owner.

11. If the boat is offered for sale while this agreement is in effect, the Marina must be notified. Prospects will not be admitted to the dock unless accompanied by the Owner. All sales must be reported to the Marina immediately. "FOR SALE" signs are prohibited.

12. Marina reserves the right to board and or move the Owner's vessel if in its sole judgement this becomes necessary.

13. The running of engines is permitted for warm up purposes only (5 minutes max). Owner should use discretion in operating engines, generators, radios, tv's, etc., so as not to create disturbance.

14. Pets are discouraged but those who have pets must use Doggie bags to clean up after their pet. All dogs must be leashed at all times within marina facilities.

15. Electric and Cable hook up is available in most slips. Tenant must make his own arrangement with utility companies for activation.

16. Water faucets are located throughout the Marina for all to use. No lessee has exclusive use of a faucet. Hoses must be hung on hangers or kept on boat. Hoses must be shut off when not in use.

17. Marina does not guarantee continuous electrical, water or other services and cannot be held responsible for interruptions beyond its control.

18. No small boats, rafts, kayaks, dinghies of any kind may be stored on docks, finger piers or in slips. One boat per slip. No swimming, fishing or crabbing permitted off the docks, boats and bulkhead in the Marina. All docks, finger piers and parking areas are to be kept clear of gear and accessories.

19. The following is not permitted on docks or finger piers of the Marina: Wooden boxes, grills, fires or stoves, use of bicycles, scooters, skateboards, roller-skates/blades and motorized vehicles Alterations to the marina property is prohibited. This includes but is not limited to carpet, decks, cleats, ladders, antenna, etc.

20. All trash (must be placed in plastic bags) and recyclables should be deposited in the appropriate containers.

21. ALL HAZARDOUS WASTE (Oil, Gas, Thinners, Paint, Chemicals, etc.) Must be removed from the marina by the Owner. Any violations will result in the immediate expulsion from the marina and the boat owner shall be liable for any cleanup costs. All Federal, State and Local laws regarding all waste disposal must be obeyed.

22. No fuel is to stored or carried on docks. All fueling must be done at the fuel dock by Marina employees.

23. Portable toilet and holding tanks must be emptied through approved pumping station. THERE WILL BE NO DUMPING OF PORTABLE TOILET TANKS IN BATHROOMS AT ANY TIME.

24. The parking area directly behind a bulkhead slip is considered to be for the use of the Owner whose boat is in that slip, but is not considered his/her property. Should there be any problem with this, the Marina management will handle it. On busy weekends and holidays the parking areas around the bathrooms should be used for extra vehicles.

25. Slip reassignment may occur at any time during the season. Marina reserves the right to use the licensed slip hereunder when not occupied at the Marina's own profit and without adjustment in the seasonal rent. Marina reserves the right to hold slips for its own use regardless of any previous rental.

26. Marina does not permit any Liveaboards and marina address cannot be used as a mailing address for Owner.

27. This agreement constitutes a revocable license which does not automatically renew and Owner acknowledges and agrees that it does not grant any interest in real property of any kind. Owner agrees that nothing in this Agreement shall be interpreted as to create a Landlord/Tenant relationship.

28. If the boat is in distress, sinking or otherwise creates an unsafe or unsightly condition in the discretion of Marina management, the Marina may have the boat removed from the slip and put in storage. The Owner will be notified to make arrangements to recover the boat from dry storage. Marina reserves the right to deny reentry to any slip based on the condition of boat. The Owner will be notified in the event that Owners boat sinks in its slip or within the marina grounds, Owner will commence salvage activities within 24 hours' notice by Marina that such sinking has taken place. Failure to commence such salvage action with the prescribed time shall give Marina the right to salvage the boat and Owner shall reimburse Marina for all expenses incurred in the salvaging or attempted salvaging of the boat. Marina shall have no responsibility to monitor, safeguard or attempt to salvage the boat under any circumstances

29. The Marina at its option may terminate this license agreement at any time, if in its sole judgement: 1) the boat is in poor or inoperable condition, damaged, leaking fuel/oil. 2) Owner does not adhere to the rules and regulations of the Marina or conducts himself/herself in a manner detrimental to the Marina or other boat Owners. Any failure of Owner to comply with each said terms, including nonpayment of rent, shall constitute a default by the Owner and shall give the Marina the right at its option to terminate this Agreement and any license Owner may have hereunder. Marina shall have all rights and remedies available under the laws of the State of New Jersey to recover possession, evict, expel, recover unpaid rent and this agreement shall become terminated without refund to the Owner. Upon any termination, the boat and all personal property must be removed from the premises within one (1) week. It is agreed that the Marina, at its option, may remove the boat to another yard for storage. The Marina will have a lien on the boat if money is owed and may lawfully retain the boat until all claims are settled. In either event, regular rates will be charged. If upon termination the Owner refuses to vacate the slip or dock space, the Owner agrees that the Marina may haul the vessel and retain possession of the vessel until all outstanding balances, including but not limited to, fees for hauling and storage, related to collection, attorney and court costs, etc., have been satisfied.

30. **ALL BILLS MUST BE PAID IN FULL BEFORE BOAT IS REMOVED FROM MARINA.**

31. **Severability.** If any clause of provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by the operation of any applications law, it shall not affect the validity of any other clause of provision, which shall remain in full force and effect.

32. **Waiver.** The failure to enforce any of the provisions of this Agreement shall not be considered a waiver of the provision of the right of the Marina to hereafter enforce the provision.

33. **Fax/Email Signatures:** The parties agree that fax and email scanned signatures are legally binding for purposes of this Agreement.