

## MERCURY

Outboards ◦ Service ◦ MerCruiser

### APPLICATION AND CONTRACT FOR SUMMER DOCKAGE FOR PERIOD 04/15/19 TO 10/14/19

VESSEL						SUMMER SLIP #			
OWNER'S NAME:						LENGTH:	X	155.00	
ADDRESS:						PLUS ELECTRIC:			
						TOTAL SLIP FEE:			
HOME PHONE #:									
BUS. #:									
CELL #:									
E-MAIL:									
BOAT NAME:									
MAKE:									
LENGTH:					YEAR:				
BEAM:					DRAFT:				
NJ REG. #:									
INSURANCE CO.									
POLICY #:									

- Payment in full of summer dockage and 35% of winter storage is required with application.
- All unpaid invoices (both storage and service invoices) more than 30 days past due will be subject to a Finance Charge of 1 ½% per month which is an 18% annual rate.
- Dockage fee includes storage in water as assigned and dockside water, but no electricity or other services. Additional charge for electricity.
- Wet Storage charges include storage in water with bubble system, but no other services. No electricity is included in the winter storage agreement. Arrangements can be made for electricity through the office.
- Dockage spaces are assigned to the owner of a permit for a particular vessel. No other vessel may occupy the assigned slip. Navesink Marina reserves the right to use slip for our own use or for a transient slip in the absence of assigned owner.
- Any condition aboard or around a vessel declared a fire hazard, in the judgment of Navesink Marina, shall be removed by the owner to the satisfaction of Navesink Marina. The owner of any vessel using the Marina facilities shall be responsible for the conduct of all persons using, visiting, or occupying such vessel. No garbage, oil, sludge, refuse matter, sewer or waste material of any kind shall be thrown, deposited, or permitted to fall from any vessel using the Marina facilities. The toilet facilities of any vessel, which empty into the water, shall not be used while such vessel is in Navesink Marina in accordance with Federal regulations.
- Due to insurance regulations, only Navesink Marina personnel will perform exterior maintenance of any kind below the gunwale. This includes but is not limited to: sanding, scraping, painting, waxing of hull or bottom, service to underwater gear, installation of zincs or transducers, etc., plus the installation of frames and covers. Also, no oil or other fluids may be changed while in the water. No one will be permitted to work on any vessel without the written consent of Navesink Marina. No outside mechanics will be allowed.
- The vessel covered by this contract must be removed from Navesink Marina upon expiration of contract. If the vessel remains stored at Navesink Marina, the owner must complete an application and contract for the new storage period. In the absence of such contract the per diem storage fee will be charged. The contracting parties understand that Navesink Marina will institute proceeding to acquire title to any vessel which remains on the property of Navesink Marina without consent for a period of six months pursuant to the Abandoned Vessel Law.
- The vessel owner agrees that all charges accruing under the terms of this agreement shall constitute a valid lien upon the vessel, and Navesink Marina may retain possession of said vessel until all charges are fully paid, or upon ten (10) days notice to the owner, may proceed with action as may be necessary to enforce payment of all charges due including the cost of collection proceedings.
- The granting of storage hereunder is with a distinct understanding, and the applicant hereby agrees that Navesink Marina assumes no responsibility whatsoever, and is not liable for personal injuries sustained by the applicant or any of the applicant's guests on any part of the Marina property and assumes no responsibility, and is not liable for theft, ice damage, fire, or damage to said vessel, its equipment, or any property in or on said vessel on Marina property, however arising, reserving to Navesink Marina the right to assume control and charge of any vessel for the protection of life and property under abnormal conditions or catastrophes. No insurance of any kind is carried by Navesink Marina on vessel or their equipment. Owner agrees and warrants that the Boat is covered by complete and full property damage and liability with limits acceptable to the Marina and that such insurance will remain in full force and effect during the Rental Term. Navesink Marina shall be entitled to assume that such insurance is provided by the Owner and shall not be required to examine such policies, however, at the request of the Marina, such policies shall be produced by the Owner for examination by the Marina.

Signature for Paragraph #10

- Navesink Marina reserves the right to relocate boats occupying slip that are larger than the boat (example: 24' boat in 35' slip), in the event the slip can be rented to the appropriate size boat.
- All vessels occupying slips must be equipped with proper lines approved by Navesink Marina.
- Vessels shall be secured in the slip in a manner acceptable to Navesink Marina, or after notice to the owner, Navesink Marina will properly secure the vessel for the owner, and will charge for labor and materials for this work.
- All Captains and mates on a full time or part time basis must register with the office.
- No swimming, diving, fishing, crabbing, or cleaning fish from the docks, bulkheads, or vessels will be permitted.
- No waste of electricity or dockside water will be tolerated.
- No bicycles or motor vehicles of any kind will be permitted on any dock.
- Dogs must be leashed at all times.
- Noise shall be kept to a minimum at all times, and an 11:00 pm curfew shall be observed on all activities which may create noise offensive to others.
- Advertising or soliciting shall not be permitted on any vessels within the Marina facility. No "For Sale" signs shall be posted without the written consent of Navesink Marina.
- No laundry shall be hung from any vessel, dock or bulkhead. Rest rooms are provided by Navesink Marina. ALL vessel owners and guests are required to keep them in a neat and clean condition. Known violators will be evicted from the Marina with no refund of slip fees.
- Vessel owners shall not store supplies, materials, accessories or debris on any walkways or docks unless stored in a "Dock Box" approved by Navesink Marina.
- Vessels sold while stored at Navesink Marina must be listed with, and sold through Navesink Marina or its designate. The standard brokerage commission will apply.
- No person or persons shall operate a motor vehicle in excess speed of five (5) miles per hour and shall abide by any and all parking rules and regulations of Navesink Marina.
- Employees of Navesink Marina starting, or operating boats at the request of any vessel owner, or at the request of the agent, employee, or guest of any vessel owner, shall be considered as acting as the agent of the vessel owner. Navesink Marina assumes no liability or responsibility for the action of its employees, or any loss of, or damage to, property resulting therefrom.

THE APPLICANT HAS READ AND AGREES TO CARRY OUT AND ABIDE BY ALL THE RULES AND REGULATIONS OF NAVESINK MARINA HEREIN ABOVE SET FORTH, AND SUCH OTHER RULES AND REGULATIONS AS MAY BE ENACTED. ANY VIOLATION OF THE FOREGOING RULES AND REGULATIONS SHALL RESULT IN THE REVOCATION OF DOCKING PRIVILEGES, THE FORFEITURE OF SLIP FEES PAID, AND THE RIGHT ON THE PART OF NAVESINK MARINA OF REMOVING ANY AND ALL PERSONS FROM THE PROPERTY OF NAVESINK MARINA.

ACCEPTED:

\_\_\_\_\_  
Navesink Marina

\_\_\_\_\_  
Boat Owner's Signature

\_\_\_\_\_  
Date