

**Morgan Marina, Inc.**  
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\_\_\_\_\_ **WET SUMMER STORAGE CONTRACT** Date: \_\_\_\_\_

**\*Read this Agreement in its entirety before you sign.\***

<b>Name:</b> _____	<b>Boat Name:</b> _____
<b>Address:</b> _____ _____	<b>Make:</b> _____ <b>Model:</b> _____
<b>City:</b> _____	<b>Boat Year:</b> _____ <b>Length (LOA):</b> _____
<b>State:</b> _____ <b>Zip:</b> _____	<b>Beam:</b> _____ <b>Draft:</b> _____
<b>Phone (Home):</b> _____	<b>Engine Make:</b> _____ <b>Single [ ] Twin [ ]</b>
<b>(Work):</b> _____	<b>HP:</b> _____ <b>Gas [ ] Diesel [ ]</b>
<b>(Cell):</b> _____	<b>Vessel Vin #:</b> _____
<b>Email address:</b> _____	<b>Reg. Or Doc #:</b> _____
<b>Key or Combo:</b> _____	<b>Insurance Company:</b> _____
<b>Driver's License:</b> _____	<b>Mast Height :</b> _____
<b>Trailer Make:</b> _____ <b>Plate #:</b> _____	
<b>Dinghy:</b> _____	

**Sign or Initial**

**\*\*\*REQUIRED INFORMATION\*\*\***

**(Please fill out this form in entirety. Agreement will not be accepted without completion)**

**\*\*You Accept this contract by signing/initialing all pages of this Agreement where indicated.\*\***

**1. Marina, Owner, Vessel and Slip Defined:**

The word "Marina" is used here to indicate Morgan Marina, Parlin, New Jersey. The word "owner" is used here to indicate the vessel and the owner (or his/her authorized representative) of said vessel, jointly and severally. The term "vessel" and "boat" are synonymous. The term slip refers to the space where the vessel is assigned to be berthed in the Marina. All boats will be charged at "LOA". The term LOA refers to Length Overall from the bow to the end of the stern; including pulpit or rail, outboards, swim platform, rudders or railings.

**2. Storage Terms:**

The summer slip period is from April 15<sup>th</sup> to October 14<sup>th</sup>. Slip charges will be billed and payable in advance for the rental period. A service charge of 2% per month, 24% per annum will be charged monthly on all past due accounts. Owners shall pay Marina a service charge of \$35 for every check returned by owner's bank for insufficient funds, or for any other reason.

**3. Payment Terms:**

Payment terms are set forth on the front side of this contract. No boat may enter the slip until the entire balance due under this contract is paid in full.

**4. Right Of Refusal:**

Marina reserves the right to refuse any application for slip rental for any reason.

**5. Cancellation:**

Cancellation for slip rental prior to the month of January 31st will be entitled to a refund less a 10% handling charge. Cancellations after March 1st will automatically forfeit the slip rental fees unless the Marina is able to re-rent the slip.

**6. Use of Slip:**

Boat owner may use the slip only to berth his vessel and for no other purpose. Marina reserves the right to exclusive control over the use of the slip space and to move the boat at its discretion. Marina reserves the right to use boat owner's slip for transients when slip is not being used by owner. Marina may utilize boat owner slip in the event of an emergency when boat owner is absent for more than 24 hours. We request that you notify the Marina office if your slip will be vacant so we can accommodate transients. The Marina can work to ensure your slip is vacant upon your return and provide slips for fellow boaters only if we know your schedule. Without notification your slip may be occupied upon your return.

**7. Vessel Holdover:**

The summer slip period ends October 14<sup>th</sup>. Vessels not under contract for winter storage will be billed for storage at \$150.00 per week.

**8. Abandoned Vessel Defined:**

The owner agrees that a vessel stored at the Marina past December 16<sup>th</sup> following the commencement date of lease period covered by this agreement without signing of a new lease agreement shall be considered an abandoned Vessel pursuant to the "Abandoned Vessel Disposition Act of NJ", and the Marina, upon written notice to the owner (to the address on the last contract) to remove said vessel, may dispose of said vessel pursuant to the "Abandoned Vessel Disposition Act of NJ".

**9. Assumption of Risk, Disclaimer of Liability:**

Summer slip rental is accepted at the sole risk of the owner. The Marina assumes no liability for fire, theft, flood, wind storms, ice, freezing, malicious mischief or any other condition. Owner hereby releases the Marina from any and all liability from loss, injury or damages to persons or property sustained while in or on the Marina's premises.

The Marina PROVIDES NO SECURITY PROTECTION AND ASSUMES NO RESPONSIBILITY whatsoever for safety of any vessel or equipment referred to herein, directly or indirectly.

Vessel Owner and vessel assume the risk of use of the Marina. Marina assumes no responsibility for and shall not be liable for the care, protection, and security of the boat. Marina is not to be considered under this agreement as an insurer of boat Owner's property and boat Owner should secure such insurance as is required hereunder. Boat Owner, for himself, for the boat and for boat Owner's agents and guests, hereby releases Marina from any and all liability for loss, death, damage, or injury (collectively "injury") to any person or property in connection with the condition or use of the boat or the condition of use of the Marina or its services (including forklift or travel lift services or shrink wrapping or resulting fire thereof or unloading or loading of trailers), including Marina's negligence. Boat Owner and boat shall indemnify and hold harmless the Marina from any claims, suits, actions, damages, liability or expense in connection with any "injury". Under no circumstances shall the Marina be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence) with respect to boat Owner's use of the Marina. Boat, boat Owner and boat Owner's insurers agree to waive any right to petition for exoneration from or limitation of liability under the laws of the United States in the event the boat is involved in any casualty resulting in personal injury, death or property damage while docked at the Marina or in connection with this agreement. Boat owner is responsible for any damage his boat may cause to Marina's dock structures, piling, or other vessels in the Marina.

The owner warrants and covenants that neither the owner, the Vessel, no anyone in privity with either, will make any claims, demands, causes of action of any kind and nature, or obtain or enforce any judgments, executions or levies thereon, directly or indirectly (including subrogation matters), against Marina, its officers, directors, agents, servants, or its employees, arising out of any damage, loss, personal injury or death suffered by them or those in privity with them or any damage, loss, personal injury or death suffered by other owners, vessels, or persons in privity with them, for which third party claims might otherwise be raised against Marina, etc. the owner and Vessel agree and covenant that they will defend, indemnify and save Marina harmless from any and all such claims, demands, causes of action, judgments and executions, and the Marina shall be entitled to responsible attorneys fees in the event of breach of the owner's covenant hereunder.

**10. Boat Owner Responsible for Conduct of Guests:**

Boat owner shall be responsible for the conduct and control of all guests, agents, or others invited to the Marina (including use of drugs, or becoming intoxicated with alcohol) shall, at the option of the Marina be cause for immediate termination of this contract by the Marina.

**11. Insurance Requirements:**

No insurance is carried by the Marina on a owner's boat or other property. Slip rental therefore is accepted at the sole risk of the owner and owner hereby releases Marina from any and all claims for damages. Vessel owner, at vessel owner's expense, shall at all times during the term of this agreement maintain hull and liability insurance. Said policy of insurance shall cover at least 100% of the actual cash value of the vessel, salvage and towing, extended perils, damage by fire, vandalism and burglary. Owner shall provide Marina with evidence of such insurance coverage upon demand.

**12. Brokerage:**

Morgan Marina is a yacht broker, having its office and doing business on the Marina premises and any boat that is for sale must be listed with Morgan Marina. In the interest of security and control of all boats in slips, no private "For Sale" signs will be permitted. Such signs are an open invitation to anyone to enter and roam the premises in the guise of looking for a boat. Boat owner grants unto Morgan Marina the "exclusive right to sell" his vessel. Boat owner who does not list his vessel with Morgan Marina, in lieu of a sales commission, shall be subject to a fee of five percent (5%) of the gross sales price of the vessel.

\_\_\_\_\_  
**Sign or Initial**

**13. Owner Environmental Responsibilities:**

Owners and their guests must use the Marina's shoreside sanitary facilities. Garbage and refuse must be disposed of in accordance with Federal, State, County and Municipal recycling laws. Recyclable material must be placed in the receptacle loosely and not bagged. Federal and State laws prohibit the discharge or deposit of any rubbish, waste materials or refuse materials of any kind or description into the waters of any river, stream, pond or tidal water as well as upon uplands. Overboard discharge of contaminated bilge water or holding tanks within the Marina prior to hauling is strictly illegal! Discharge of engine cooling system fluid (antifreeze), transmission fluid, hydraulic fluid, engine oil from crank case, drainage of fresh water supply, including hot and cold and hot water heater within the Marina by the owner is strictly illegal. The removal and disposal of same must be performed by Marina personnel. In accordance with EPA Coastal Zone Act, boat owners are requested to place an oil absorbent device in the bilge of their vessel. Boat owners shall be responsible for any toxic material which is generated from the boat owner's vessel.

Vessel owners must keep the areas clean and free of debris around where the vessel is berthed or the Marina will do so at the owner's expense.

All dogs must be leashed.

No fires of any kind will be permitted on docks or boats.

No fish cleaning will be allowed on docks. Fish are to be cleaned in the area provided by the Marina.

No dinghies will be allowed to be stored on docks.

Personal water craft and recreational vehicles are to be parked only in designated areas. All other areas of the Marina are prohibited.

No laundry will be allowed to be hung from boats.

No dock boxes shall be allowed.

Boat Owners shall not alter the slip area or utility services.

**14. Use of Electric Heater, Electrical Extension Cords, Etc.:**

Use of electric heaters, heat lamps, dehumidifiers, etc., are strictly forbidden! All tenants must unplug all electrical cords before leaving the marina. Marina personnel will unplug all cords when found. The use of electrical extensions is at the sole risk of the tenant/his guests and/or user and the Marina shall be exempt from any and all liability for damages or injury to any person including the tenant or his guest(s) or property caused by or as a result of the use of any electrical appliance, tool or electrical extension.

**15. Shore Power:**

All shore power cables, adapters, and dockside male plugs MUST be equipped with an acceptable ground weather-proofing in accordance with the national electrical code. Excessive use of electricity will subject tenant to additional fees.

**16. Storage of Dinghies:**

All dinghies must be stowed on vessel and shall be removed if left on docks by the Marina personnel.

**17. No Live Aboards:**

There will be no living aboard allowed under this contract. Tenants are allowed to occasional overnight stays. Additional charges would be due for those tenants who stay overnight on a regular basis.

**18. No Liability For Delay:**

It is agreed that the Marina will not be held responsible for failure to perform services by any certain date or time, nor for delays in launching.

**19. No Outside Contractor:**

No outside contractor or service organization will be permitted to undertake any work on boats in the Marina without the expressed written consent of the Marina. In the rare instances where expressed written consent is granted to the boat owner, such outside contractor or service organization must produce proof of worker's compensation and liability insurance in an amount not less than \$1,000,000 and execute "outside/subcontractor agreement of indemnity" with the Marina. A 10% "usage" charge will be added to the outside contractor's bill to the owner for work performed by an outside contractor in the Marina.

**20. Owner Permitted To Work On Vessel:**

The owner of the vessel is permitted to perform work on the vessel. Owner must place drop cloths beneath the vessel when sanding and painting, must properly dispose of all paint chips, debris, etc. Owner agrees to clean and police the work area prior to launch of the vessel. Failure to do so will result in a delayed launch and/or clean up charge. The owner shall be responsible and hereby agrees to indemnify and hold harmless the Marina for all outside labor activities when working on their vessel(s) at the Marina.

**21. NO USE OF DIVERS OR POWER WASHING TO CLEAN HULLS:**

Environmental laws prohibit the use of divers, whether they are outside contractors or the vessel's owner, to clean the underbody of the vessel's hull below the water line at the Marina. Because of environmental laws and regulations, owners are strictly prohibited from power washing their vessels whether it be the bottom, top side, or vessel superstructure.

**22. Hauling or Launching At Marina's Convenience:**

Vessel owner should plan to be present for hauling and/or launching. This work will be performed at Marina's convenience according to weather, number of boats to be launched and other boat commitments and prior scheduling by owner with Marina.

**23. Launching of Non-Berth Vessels:**

When a vessel is launched that is not berthed at the Marina, a maximum of three days will be allowed for dockage, and thereafter, the owner will be charged the normal dockage fee.

**24. Responsibility For Drain Plug Removal:**

Responsibility for drain plug being reinstalled is that of the owner.

**25. Launching:**

Owner shall give Marina two week's notice of scheduled launching. Owner shall be responsible to make sure that all drain plugs are reinstalled and all sea cocks are closed. If a vessel leaks upon launching, any pumping or checking by the Marina will be billed at the Marina's customary hourly rate.

**26. Preference to Winter Rental:**

Summer slip customers are given first priority for winter storage assignments for the following season and will be given priority to the summer slip season for the next following season.

**27. Utilities:**

At boat owner's request, and subject to payment of utility fees, Marina shall make available to owner at the slip, electrical power, water and such other utility services available to vessels at the Marina. Marina does not warrant the availability of utility service, and shall not be responsible for any damage or injury due to the interruption or unavailability of utility service. Boat owner acknowledges that water service may be disconnected during inclement weather. Marina does not warrant that utility service will be compatible with service requirements of the vessel, i.e., electrical.

**28. Emergencies:**

In case of a perceived emergency such as a severe storm, Marina is authorized to do whatever Marina deems appropriate, including boarding the vessel, moving the vessel, hauling the vessel or taking any other action, without liability for damages or loss of any kind arising from such action or inaction, unless such damage or loss results from Marina's gross negligence. Boat owner agrees to pay for any work done by Marina in such a perceived emergency. Boat owner agrees to have an automatic working bilge pump on the vessel.

**29. Default Remedies:**

This agreement specified specifies certain breaches by vessel owner that are so serious that Marina has reserved the right to immediately declare vessel owner in default and terminate this agreement or seek other remedies without written notice specified below. In all cases, if vessel owner breaches this agreement and such breach continues for 10 days after Marina has given written notice of the breach to the vessel owner, vessel owner shall be in default. Upon default, Marina may exercise any and all remedies available hereunder or at law. If vessel owner is in default, Marina may elect to terminate this agreement. Upon termination, vessel owner shall pay all sums due Marina and then remove the vessel from the Marina. If the vessel has not been removed within the ten-day period, the Marina will begin formal legal proceedings for the removal of the vessel from the Marina.

**30. Maritime Lien For Fees and Charges:**

Service work is performed on a "cash when completed" basis. Charges accruing against the tenant and/or vessel shall constitute a Maritime lien upon the vessel and the Marina may retain possession of the vessel until such charges are fully paid. Tenant agrees and understands that the services performed hereunder arising out of the furnishing of the necessities, including dry-docking, repairs, supplies, wharfage, and/or storage are governed by the Admiralty and Maritime jurisdiction of the U. S. Federal Courts and create a Maritime lien against the vessel or its posted security. The Marina's Maritime lien shall be preserved until all outstanding charges are paid. The Marina agrees in lieu of arrest or attachment to accept from the vessel's Underwriters, a Letter of Undertaking for an amount equal to 1 1/2 (1.5) times the present charges with a copy of the insurance policy and coverage information. If the vessel is uninsured, or its Underwriters cannot provide a Letter of Undertaking, the Marina may demand a posting of a surety bond with its designated escrow agent in an amount equal to 1 1/2 (1.5) times the Marina's bill. The tenant hereby agrees and understands that in the event that the Marina takes legal action against the tenant/vessel to enforce any obligation owed hereunder for payment of any sums due and payable by the tenant to the Marina for furnishing of necessities, including dry-docking, repairs, supplies, wharfage and/or storage to the vessel; tenant shall be responsible for and agrees to pay all costs of any suit incurred including reasonable attorney's fees; and said costs and attorney's fees shall also constitute an additional lien on the vessel. The Marina may satisfy collection of fees or charges incurred in collection or payment due hereunder or to enforce any other obligations owed hereunder by the tenant; including reasonable attorney's fees by recourse to any security posted.

**31. No Assignments:**

Owner shall not sublet or assign the right to use of the slip as designated in this agreement.

**32. No Warranties:**

Marina makes no warranties, express or implied, as to the condition of the Marina (including floats, walkways, gangways, ramps, gear and related items) or the suitability of the slip or Marina for vessel Owner's intended purposes. Boat Owner acknowledges that boat Owner has had an opportunity to inspect the Marina prior to execution of this agreement and agrees to accept the Marina in its current physical condition.

**33. Notices:**

Any notice hereunder shall be in writing and shall be deemed to be given if and when it is personally delivered to the other party or three days after it is deposited in the mail, addressed to the other party at the address set forth in this agreement. Boat Owner is responsible for informing Marina of Boat Owner's current address and phone number.

**34. Venue, Jurisdiction, Governing Law, Severability:**

This contract is entered into with Morgan Marina at Parlin, New Jersey. This contract will be governed by and construed in accordance with the general maritime laws of the United States. All disputes and matters whatsoever arising under in connection with or incident to this contract, shall be litigated if at all, in and before the United States District Court for the District of New Jersey, or as to those lawsuits as to which the Federal Courts of the United States lack subject matter jurisdiction then in that event, shall be referred to arbitration in the United States under the "Rules for Recreational and Small Vessel Salvage Arbitration of the Society of Maritime Arbitrators, Inc." of New York. Arbitrators shall be commercial persons familiar with maritime claims. Any award made hereunder shall be final and binding, and for the purpose of enforcement may be entered for judgment in any Court of competent jurisdiction, to the exclusion of the courts of any other state or country. Any provision in this contract which is prohibited or unenforceable will be ineffective to the extent of such prohibition or unenforceability, and the validity and enforceability of the remaining terms and conditions of this contract will not otherwise be affected.

**35. Fueling:**

Filling fuel tanks(s) is permitted only at the gas dock. **CARTING OF FUEL TO BOAT WILL AUTOMATICALLY TERMINATE THIS CONTRACT.**

**36. Entire Agreement:**

This agreement constitutes the entire agreement between the parties and is binding upon their heirs, executors and assigns. No oral modifications or written changes are valid.

***NOTE: Your boat is your responsibility. It is expected that you periodically check your vessel, especially after rain, high winds and/or storms.***

**ATTESTATION: I hereby acknowledge that the items of this contract have been fully explained to me, and that I have read, fully understand, accept and agree to be legally bound by the terms of this contract.**

Owner /Captain/Agent Authorization:

\_\_\_\_\_
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_
Signature

Signature Accepted By Morgan Marina:

\_\_\_\_\_
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_
Signature