

___ Mast Up
___ Mast Down
___ Cradle/Stand

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WINTER STORAGE CONTRACT

Date: _____

Read this Agreement in its entirety before you sign.

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

Sign or Initial

*****REQUIRED INFORMATION*****

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

PAYMENT TERMS: Morgan Marina must receive signed and dated authorization agreement along with 100% of the Storage Charge to finalize this contract. Any and all outstanding bills MUST be paid prior to launching of vessel. Launching dates will only be scheduled after outstanding balances are paid in full. A 1% Environmental surcharge will be added to invoice, Freight additional.

NOTE: Any and all additional service work will be performed at "current rate sheet" rates.

****You Accept this contract by signing all pages of this Agreement.****

1. MARINA, OWNER & VESSEL 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 / tenant (or his/her authorized representative) of said vessel, jointly and severally. The words "vessel" and "boat" are synonymous.

2. STORAGE TERMS: Storage will be computed on the overall length of the vessel including bow pulpit & bracket, bumpkins (boom) swim platforms, davits, etc. The winter storage period is from October 15th to April 15th. Outside storage charges include: hauling, power wash (weather permitting), blocking, storage and re-launching in the spring. Other services will be charged and material used will be billed at "current rate sheet" rates.

3. PAYMENT TERMS: Winter storage agreements must be signed and dated by the owner along with 100% payment of the storage agreement and copy of certificate of insurance in accordance with the paragraph herein entitled "Insurance Requirements" (reference # 9 below), before the agreement is processed and accepted by the Marina. Any unpaid balance for work performed to the vessel, must be paid before spring launching. 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 \$40 for every check returned by owner's bank for insufficient funds, or for any other reason.

- 4. AVAILABILITY & RIGHT OF REFUSAL:** Winter storage agreements are processed on a first come, first serve basis. Marina reserves the right to refuse any application for winter storage for any reason.
- 5. CANCELLATION:** Cancellation for winter storage prior to the month Oct 1st will be entitled to a refund less a 10% handling charge. Cancellations after Oct 31st will automatically forfeit winter storage rental fees unless the Marina is able to re-rent winter storage space.
- 6. VESSEL HOLDOVER:** The winter storage period ends April 15th. Vessels not launched by May 30th will be charged a DAILY basis.
- 7. ABANDONED VESSELS DEFINED:** The owner agrees that his vessel stored at the Marina past June 1st following the commencement date of the term of this agreement without signing of a new agreement shall be considered an abandoned Vessel pursuant to the Abandoned Boat Act of New Jersey and under the general maritime law of the United States, 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 general maritime law of the United States.
- 8. ASSUMPTION OF RISK, DISCLAIMER OF LIABILITY:** Storage 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. Owner agrees to remove all electronics, radios, out drives and outboards from the boat. If boat is stored on a trailer, owner agrees to install trailer lock and/or remove trailer tire. If a vessel is stored in jack stands – NEVER MOVE JACK STANDS!
- 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, nor 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.
- 9. INSURANCE REQUIREMENTS:** No insurance is carried by the Marina on a owner's boat or other property. Storage 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 signing of this agreement and at any time during the term of this agreement.
- 10. BROKERAGE & DISPLAY OF SIGNS:** The Marina is a yacht broker and any boat that is for sale must be listed with the Marina. In the interest of security and control of all vessels, 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 the Marina the "exclusive right to sell" his vessel. Boat owner who does not list his vessel with the 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, which shall be paid prior to the vessel leaving the Marina and transferred to the new owner.
- 11. OWNER ENVIRONMENTAL RESPONSIBILITIES:** Owners and their guests must use the Marina's shore side 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 contaminated bilge water, holding tanks, 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 after the boat has been hauled, blocked and stored by the owner is strictly illegal and 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. ANY DISCHARGE FROM VESSEL RESULTING IN SOIL CONTAMINATION WILL AUTOMATICALLY SUBJECT OWNER TO SOIL REMEDIATION CHARGES WHICH WILL BE BASED UPON SIZE OF CONTAMINATED AREA. Vessel owners must keep the areas clean and free of debris around where the vessel is stored or the Marina will do so at the owner's expense. Owners are required to recycle in accordance with the municipality's recycling program and the use of dumpsters in Morgan Marina is for Marina generated trash only. 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.
- 12. USE OF ELECTRICAL 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 owner/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.

Sign or Initial

- 13. SHRINK-WRAPPING:** Shrink-wrap price does not include any repairs to shrink-wrap due to storm damage during winter storage. In the event such damage does occur, Marina will notify the owner and repairs to the shrink-wrap will be made only after written authorization is received from the owner. Repairs will be billed at prevailing rates. Environmental laws require the recycling of used shrink-wrap material which is to be devoid of all non-shrink-wrap material. Owners who choose to remove shrink-wrap material from their vessels in preparation of spring launching instead of having the Marina perform this service must dispose of the shrink-wrap material in recyclable bags. All non-shrink-wrap material (lumber, zippers, rope, twine and strapping) must be removed before bagging. Owners who do not properly dispose of shrink-wrap material will be charged a \$35 recycling fee by the Marina to properly bag the material for recycling.
- 14. STORAGE OF BATTERY(S):** Due to insurance regulations and court rulings, the Marina will not be responsible for any damage arising from the storage of batteries left on board. Batteries left on board become the responsibility of the owner and the owner assumes the risk of any resulting damage, i.e., explosion, fire or otherwise that the batteries left on board his vessel cause whether or not to his vessel or other vessels stored in the Marina or the Marina property itself. Batteries left on board must be disconnected. If they are not, the Marina reserves the right to disconnect when found upon inspection. The Marina has facilities for storing and servicing of batteries. Owner may, under separate agreement, arrange for the Marina to monitor and service the battery(s) during the term of this agreement.
- 15. STORAGE OF MAST(S):** Due to insurance regulations and court rulings, the Marina does not recommend the storage of boats with masts stepped on land. An un-stepped mast is defined as disconnecting standing rigging (removing clevis pins) and removing mast only and not the boom. Masts will be un-stepped at the owner's own risk. Dangers of the vessel being blown over or damaged from wind load or ice build-up in the rig are too great a threat to the Marina and other stored vessels. Marina will not be held responsible for any boats stored with masts stepped. The Marina WILL NOT be responsible for wind vanes, turnbuckles, etc. Owners who wish to store their vessels with masts stepped on land must make separate arrangements with the Marina and the mast must be equipped with a plug type connector. Mast preparation in the spring – i.e. cleaning, washing, reinstalling spreader, checking lights, turnbuckles, halyards, etc. IS NOT included in this contract. This is the owner's responsibility and if the owner is desirous of such service then he is required to make appropriate arrangements with the Marina who will perform said service.
- 16. STORAGE OF DINGHIES, TRAILERS & CRADLES:** All dinghies, trailers, and cradles must be removed from the Marina unless arrangements have been made for storage.
- 17. NO LIVE ABOARDS:** There will be no living aboard or overnight sleeping on any vessel stored on land.
- 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 hauling, or re-launching, or winter lay-up occasioned by weather or any other incidents.
- 19. NO OUTSIDE CONTRACTORS:** 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. NO USE OF POWER WASHING TO CLEAN HULLS:** New stricter state environment laws prohibit the use of power washers and owners are strictly prohibited from power washing their vessels whether it be the bottom, top side, or vessel superstructure.
- 21. 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 and 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 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.
- 22. HAULING OR LAUNCHING AT MARINAS CONVENIENCE:** Vessel owner should not plan to be present for hauling and/or launching since 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. **LAY TIME:** The vessel and its owner are permitted three (3) days of transient dockage at the Marina after the boat is launched or at the expiration of the weekend (Sunday) after the boat is launched, whichever is sooner.
24. **RESPONSIBILITY FOR DRAIN PLUG:** Responsibility for drain plug removal is that of the owner.
25. **RELAUNCHING:** Owner shall give Marina two week's notice of scheduled re-launching. Owner shall be responsible to make sure that all drain plugs are reinstalled and all seacocks are closed. If a vessel leaks upon re-launching, any pumping or checking by the Marina will be billed at the Marina's customary hourly rate.
26. **EMERGENCIES:** In case of a perceived emergency, Marina is authorized to do whatever Marina deems appropriate, including boarding the vessel, moving 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.
27. **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.
28. **MARITIME LIEN FOR FEES & 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 ½ (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 ½ (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.
29. **ASSIGNMENTS:** Owner shall not sublet or assign the right to use the storage space as designated in this agreement.
30. **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.
31. **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.
32. **VENUE, JURISDICTION, GOVERNING LAW & SEVERABILITY:** This contract is entered into with Morgan Marina, Inc. of 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.
33. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement between the parties and is binding upon their heirs, executors and assigns. No oral or written modifications are valid.

NOTE: Your boat is your responsibility. It is expected that you periodically check your vessel, especially before & after rain, snow and/or ice 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