



RENTAL AGREEMENT FOR DOCKAGE SPACE

Insurance Co. _____
 Policy No. _____
 Air Conditioner Yes No
 Shore Power Yes No
 Dock Box Rental Yes No
 Trailer Storage Yes No

910 South Green Street
 Tuckerton Beach, NJ 08087
 Phone: (609) 296-9400
 Fax: (609) 296-4600

DATE _____ DOCK & SLIP # _____
 () APRIL 15TH TO OCTOBER 31ST
 () TRANSIENT DOCKAGE FROM _____ TO _____

(Please Print)
 OWNER/BERTH-HOLDER _____

EMAIL _____ STREET ADDRESS _____
 CITY _____ STATE _____ ZIP _____
 TELEPHONE: (HOME) _____ (CELL) _____

MAKE BOAT _____ POWER FIBERGLASS WOOD SAIL
 REG. NO. _____ OVERALL LENGTH _____ BEAM _____ DRAFT _____
 MODEL _____ YEAR _____ TRAILER LICENSE PLATE # _____

SLIP RENTAL + A.C./S.P./D.B./TR \$ _____ TOTALS \$ _____
 INITIAL DEPOSIT \$ _____ DATE DUE _____
 SECOND INSTALLMENT \$ _____ DATE DUE _____
 BALANCE, Required before launch \$ _____ DATE DUE _____

IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

- In consideration of the rental of a boat slip at SHELTERED COVE MARINA, hereinafter referred to as "Marina", the owner or possessor of the the boat referred to herein agrees as follows:
- All payments will be due on or before the dates specified herein are non-refundable and if not paid, this agreement shall be void and all monies received shall be forfeited.
 - USE OF SPACE:** The space shall be used for the moorage or docking of the Owner's boat. The Owner shall supply his own lines or other means of securing the boat and will be responsible for tying up his boat so as not to damage other boats or property including the dock. In the event of a storm, the Owner will be billed for work necessary to secure his boat. Owner shall keep space free of all debris.
 - NON-PERMITTED USES:** The Owner shall conduct no residential or commercial activity without written consent of Marina. No advertising or soliciting is permitted on a boat in the Marina. The display of "FOR SALE" signs on the boat is not permitted. No maintenance shall be performed in the rented space without the written consent of the Marina, except such minor routine maintenance as would normally be performed by an Owner. The Owner shall be responsible for the conduct and control of all guests or others invited on his boat or the premises of the Marina. No loud, abusive or offensive language is permitted.
 - LIEN:** The Marina shall have a lien against the Owner's boat, its appurtenances and contents for any unpaid rent under this Agreement or for other services contracted by Owner or for damage caused by the Owner or Owner's boat to any property of the Marina.
 - WAIVER OF RESPONSIBILITY:** The Marina assumes no responsibility for the safety of the boat or its contents. The Owner agrees that the Marina shall not be responsible for any damage or loss to the boat or its contents whether by theft, damage by fire, or the elements or any act by any person over whom the Marina has no control.
 - NO LEASEHOLD CREATED:** It is understood by the parties that this Agreement does not create a residential lease. The fact that a boat may have an incidental use for eating and sleeping should not be construed in any fashion as creating a residential lease.
 - INSURANCE:** The Owner is required to maintain and carry property damage and liability insurance on his boat and shall supply the Marina with proof of insurance, payment of premium and coverages.
 - OWNER RESPONSIBILITY:** The Owner shall be responsible for all damage caused by his boat to the property of Marina or others. The Owner shall use his assigned space at his own risk. The Owner shall create no unsafe condition which could cause damage to either a person or property. The Owner is responsible for all contents of his boat. The Owner is responsible for keeping his mooring lines, fenders or bumpers in good repair to insure boat is secured properly. The vessel shall be kept in bristol condition.
 - RULES AND REGULATIONS:** The Owner shall comply with all Rules and Regulations of the Marina whether attached hereto or posted on the premises. In addition to any other Rules and Regulations, the Owner shall not operate or allow his boat to be operated in a careless or wreckless manner.
 - TERMINATION:** This Agreement may be terminated by the Marina in its sole discretions for the following reasons:
 - Any violations by the Owner of the Rules and Regulations of the Marina;
 - Any breach of any covenant of this lease;
 - The expiration of the term of this Agreement.
 The Marina may notify the Owner to cease any violation prior to exercising its discretion to terminate this Agreement. In the event of termination, the boat shall be considered abandoned if not removed from the Marina premises. The Marina may then take all necessary steps to remove the boat from its dock and store same. All costs of removal and storage shall be considered as additional rent under the terms of this Agreement. In the event the Marina shall have to resort to litigation to enforce any provisions of the Agreement, the Owner agrees to be responsible for the Marina's attorney fees and costs of suit.
 - RENEWAL:** In the event the Owner wishes to renew or extend this Agreement, he must advise the Marina within 30 days before this Agreement expires that he wishes to renew or extend the term of this Agreement. If the Owner does not notify the Marina within 30 days, the Marina may rent his slip or dock to anyone else and this Agreement shall be deemed terminated as provided in Paragraph 10.
 - SUBLEASE:** The Owner may not sublease or assign this Agreement without the written approval of the Marina.
 - POWER, WATER & TOILET:** Any electric or power charges shall be billed to the Owner and will be deemed additional rent under this Agreement. Water shall be supplied and normal use of water is part of the rent. The Owner shall not use toilet overboard discharge on the boat while in the lagoon or moored at a dock.
 - MISCELLANEOUS:**
 - The Owner agrees to have a working automatic bilge pump on the boat. In the event of an emergency, or circumstances that may require immediate action, the Marina may enter Owner's boat to do anything it deems necessary in its sole discretion to prevent damage to the Owner's boat or the Marina premises. Any charges incurred by the Marina to carry out the provisions of this paragraph shall be billed to the Owner.
 - All bills submitted to the Owner, other than the rent specified in Paragraph 1, shall be paid within 30 days of the billing date or this Agreement will be terminated by the Marina.
 - This Agreement expresses the entire understanding of the parties and there shall be no modification of this Agreement unless in writing and signed by the parties hereto.

By _____ Date _____
 Owner/Berth Holder
 By _____ Date _____
 SHELTERED COVE MARINA