

Waterfront Marine

#1 Goll Avenue Somers Point, NJ, 08244 (609) 926-1700 (609) 926-6804 fax

Winter Storage 2018 - 2019

With Winter quickly approaching, we are excited to announce that we are now taking reservations for winter storage at Waterfront Marine.

At our Somers Point facility, we offer indoor climate controlled storage for boats up to 32'.

At our Egg Harbor Township facility, we offer outdoor Storage for boats up to 45'.

Please review the information below to insure you have the proper storage accommodations for your boat.

- 1. Please take the time to complete this sheet so we can reserve the space for you. Please remember that space is limited and fills very rapidly.
- 2. Balance must be paid in full by arrival of boat to our facility.
- 3. Space is offered on a "first come first served" basis. Please respond quickly to insure your space is available.
- 4. By signing this agreement, you agree to all terms and conditions listed herein.
- 5. Lastly, and most importantly, please let us know how we may help you. 100% customer satisfaction is our goal.
- Please do not hesitate to let us know if you have any questions or concerns.

Your satisfaction is our #1 goal!!

www.waterfrontmarine.com

Premium Products ~ **Exceptional Service**





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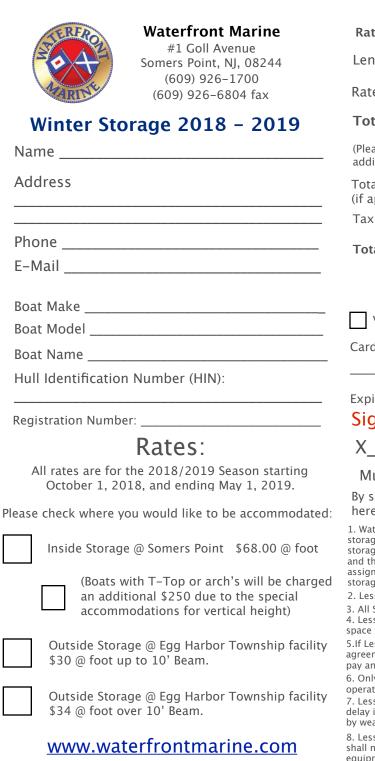








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Rate Calculator:		
Length Over All in feet (LOA)		
Rate for Storage	X	
Total Amount	=	
(Please add \$250 if your boat requires additional height for rack storage)	+	
Total with additional height (if applicable)	=	
Tax (Total x .06625) (6.625%)	+	
Total Amount		
I authorize my credit card to be charged		
Visa MasterCard Discover AmEx		

Card Number:

		We will contact
Expiration:	Code:	you for code.

Signature:

Must be paid in full prior to Sept. 30, 2018.

By signing, I agree to all the term and conditions listed herein.

1. Waterfront Marine (Lessor) shall retain the right to designate the storage space. Every effort shall be made to assign the Lessee the storage space of their choice; however, the, the rights of other Lessees and the Lessor's business judgement shall also be relevant factors in the assignment of space. Waterfront reserves the right to move indoor storage boats outside after April 1, 2019 if necessary.

2. Lessor may refuse to rent space to any person for any reason.

3. All Space shall be payable in advance.

4. Lessee agrees not to sell, transfer, assign or permit the use of their space without the express written consent of the Lessor.

5.If Lessee desires to store a boat other than the craft listed in this agreement, they must obtain the written permission of the Lessor and pay any difference in rate due.

6. Only those persons listed in the agreement are permitted to enter or operate the boat in the marina.

7. Lessee agrees not to hold Lessor liable for any loss caused by any delay in launching, winter storage, transporting or commissioning caused by weather or any other event beyond the control of the Lessor.

8. Lessor does not guarantee that electrical service be continual. Lessee shall not use the Lessees electrical outlets to operate power tools, equipment, machinery, etc. without the written permission of the Lessee.

9. Use of any open flame device, toxic chemicals or any other hazardous equipment or supplies is strictly prohibited.

10. Lessee shall use the facilities for reasonable and typical boating activities. Lessee shall keep the dock area clear of all tackle, gear and other obstructions. Lessee shall agree not to dispose of waste or trash (including treated or untreated sewage from heads or holding tanks) in the harbor or docking area. Lessor shall not permit Lessee to: cause damage to the docking facility through excessive wear or tear, create any unnecessary disturbance or nuisance, or store rubbish on the facility.

11. Due to increasing challenging environmental and insurance regulations, Lessee may perform only light cosmetic work on their own boat in the marina If Lessee wishes to have someone else other than himself or an employee of the Lessor work on the craft, prior written approval must be obtained from the Lessor. Such approval will be granted only if the Lessor's service department cannot preform the repairs and/or the outside serviceman can deliver to Lessor evidence of a standard certificate of workman's compensation and liability insurance coverage. All boats must be winterized if winter stored. 12. If Lessee violates any of the terms and conditions contained in this agreement or those posted at the facility, Lessor shall have the option of terminating this agreement upon 10 (ten) days written notice to Lessee. Lessor must remove their vessel from the premisses prior to the end of the 10 (ten) day period.

13. Lessor shall have statutory maritime liens (state and federal) upon the boat, motor and attached equipment to secure any and all services and materials supplied to Lessee by Lessor during the term of this agreement.

14. Lessee shall not remove their vessel from the rented space until all charges secured by the lien described in paragraph 13 have been satisfied in full.

15. Lessee agrees to reimburse Lessor for reasonable attorney fees and cost relating to a suit or other collection efforts by Lessor against Lessee to collect any amounts due under this agreement or any amounts due and secured by the lien described in paragraph 13 of his agreement.

16. If Lessee fails to remove in a timely manner their boat and/or equipment from the rented space at the termination of this agreement, Lessor shall have the option of:

A. Charging Lessee daily rent on a pro rata basis for the space occupied or

B. taking possession of the vessel and/or equipment and locking it to the space; or

C.moving the vessel and/or equipment to another location or D. pursuing any other remedy available under law.

17. INSURANCE – Lessee agrees to have the watercraft covered by a full marine insurance package (hull coverage as well as indemnity and liability coverage). Lessee agrees to release and discharge Lessor from any and all responsibility or liability for injury (including death), loss, damage to persons or property in conjunction with the Lessor's facility, marina, or equipment. This release and discharge shall cover without limitation any loss or damage resulting from Lessor's employees parking or hauling Lessee's boat, vandalism, theft, fire, hail, high / low water, wind collision, freezing, ice, rain or any other act of God.

18. If Lessee fails to make their space rental payments, Lessor may use either of the remedies set forth in paragraph 16 (B, C or D). If Lessor choses the remedy in paragraph 16 (C), Lessor may rent the space to another Lessee.

19. Lessee shall deliver to Lessor duplicates of all keys required to access and operate their boat. Lessor shall enter Lessee's vessel only for periodic inspection or in event of an emergency.

20.In an emergency situation, Lessor shall be permitted to move Lessee's unattended Vessel to a safer location if possible. Provided, however, that Lessor shall not be required to provide this service. In the event such service is provided, Lessee will be billed at Lessor's prevailing rate for services rendered posted in the facility and Lessee shall be required to pay all costs incurred by Lessor on Lessee's behalf. Lessee shall indemnify and hold Lessor safe and harmless from any and all liability, injury, loss or damage caused by or resulting to Lessee's boat due to an emergency situation.

21. Lessee shall not list boat for sale (unless thru Waterfront Marine), show boat, demonstrate boat, or transfer ownership of boat while in storage without prior written consent of Lessor.